



A community that cares, loves & supports.

4/12/2015

Director of the Office of Health Care Access
410 Capitol Ave
MS#13HCA
PO 340308
Hartford, CT 06134



Dear Director;

I am contacting you today concerning Farrell Treatment Center and our need to add second outpatient location to our treatment services. FTC has been in existence since 1972 as residential facility for men struggling with addiction. Over the years, we have expanded and to include outpatient counseling services. To meet the needs of our consumers, we would like to establish another site for outpatient counseling services in the downtown area of New Britain. These services will include individual and group counseling; psychiatric assessments and medication follow-up services.

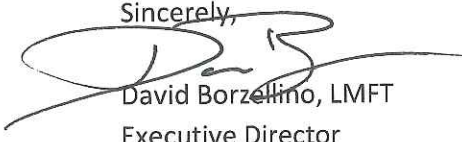
The site is at 19 Bassett Street, New Britain. CT. The property is in a commercial zone and currently used by two attorneys. Hours of operation will essentially be 9-6, Monday through Thursday.

I would like to consider this request promptly as the landlord can hold the lease open for 45 days. The fire marshal has been the facility.

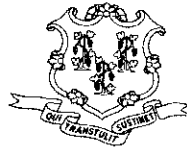
Please note, the landlord is willing to give us 45 days to get approval for the site. Our lease is dependent upon on the DPH approval. The fire marshal would like the landlord to add a few exit signs. I have yet to receive the formal report.

We look forward to hearing from you. I can be contacted at 860-225-4641.

Sincerely,



David Borzellino, LMFT
Executive Director



State of Connecticut Office of Health Care Access CON Determination Form Form 2020

All persons who are requesting a determination from OHCA as to whether a CON is required for their proposed project must complete this Form 2020. The completed form should be submitted to the Director of the Office of Health Care Access, 410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. PETITIONER INFORMATION

If this proposal has more than two Petitioners, please attach a separate sheet, supplying the same information for each Petitioner in the format presented in the following table.

	Petitioner	Petitioner
Full Legal Name	Farrell Treatment Center	
Doing Business As	Farrell Treatment Center	
Name of Parent Corporation	SAA	
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	586 Main Street New Britain, CT	
What is the Petitioner's Status: P for profit and NP for Nonprofit	NP	
Contact Person at Facility , including Title/Position: This Individual at the facility will be the Petitioner's Designee to receive all correspondence in this matter.	David Borzellino Executive Director	

Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	SAA	
Contact Person's Telephone Number	860-225-4641	
Contact Person's Fax Number	860-225-4642	
Contact Person's e-mail Address	dave. Borzellino@farr-ell-tc.com	

SECTION II. GENERAL PROPOSAL INFORMATION

- a. Proposal/Project Title:: Outpatient Counseling Center
-
- b. Estimated Total Project Cost: \$25,000 start up cost
- c. Location of proposal, identifying Street Address, Town and Zip Code: 19 Bassett Road, New Britain, CT 06051
- d. List each town this project is intended to serve:
New Britain, Plainville, Southington, Newington and clients from other communities
- e. Estimated starting date for the project: June 1, 2016

SECTION IV. PROPOSAL DESCRIPTION

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

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



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1. Farrell Treatment Center (FTC) has a Substance Abuse licensed for residential and outpatient services at 586 Main St, New Britain, CT 06051. We also have an Outpatient Mental Health License. Both are attached. Currently, we treat 24 clients in the residential program, 21 beds are for the DMHAS population and three are contracted to CSSD. The residential program is all male and they are on Medicaid.

The outpatient counseling services are co-ed. We accept both state and commercial insurances for outpatient services.

2. We are seeking to start a second outpatient substance abuse and mental health outpatient counseling site at 19 Basset Road, New Britain, CT 06051. We will ne offering clients traditional services; individual, group, psychiatric assessment and medication follow up services. Staffing will include up to three clinicians and a receptionist.
3. Our target population is adults, 18 years of age and over. Our primary focus will be for clients with a primary diagnosis of substance abuse / dependency and mood disorders.

SECTION V. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)

Petitioner: FARNELL TREATMENT CENTER

Project Title: OUTPATIENT COUNSELING

I, David Borzello, Executive Director
(Name) (Position - CEO or CFO)

of Farnell Treatment Center being duly sworn, depose and state that the
(Organization Name)

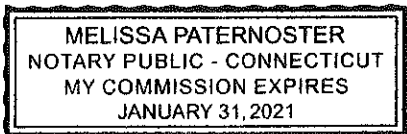
information provided in this CON Determination form is true and accurate to the best of my knowledge.

[Signature] 4.11.16
Signature Date

Subscribed and sworn to before me on 4/11/16

Melissa Patroster
Notary Public/Commissioner of Superior Court

My commission expires: 1/31/21



STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. SA-0006

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

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

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

Farrell Treatment Center is located at 586 Main St, New Britain, CT 06051 with:

David Borzellino as Executive Director.

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

24 Intensive Treatment Beds
Outpatient Treatment

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

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



Jewel Mullen MD

Jewel Mullen, MD, MPH, MPA
Commissioner

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0569

Psychiatric Outpatient Clinic for Adults

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

Farrell Treatment Center of New Britain, CT, d/b/a Farrell Treatment Center is hereby licensed to maintain and operate a Psychiatric Outpatient Clinic for Adults.

Farrell Treatment Center is located at 586 Main St, New Britain, CT 06051 with:

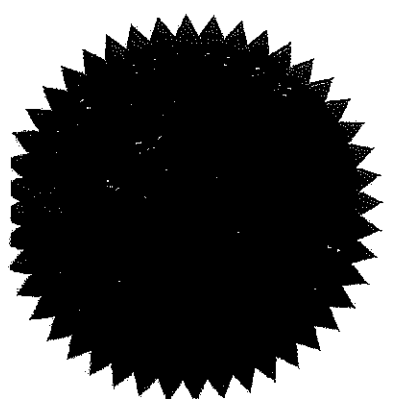
David Borzellino as Executive Director,
Steve Fisher as Director.

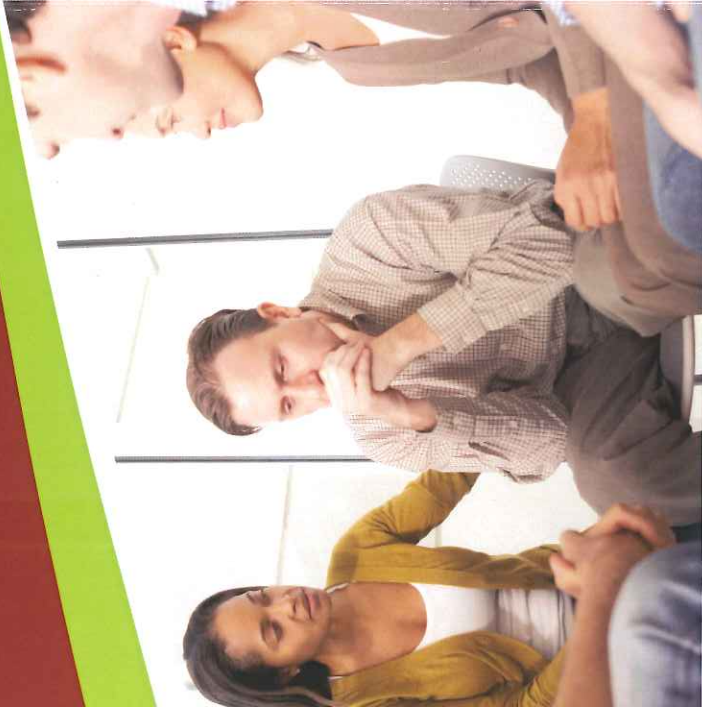
This license expires **December 31, 2017** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, March 12, 2014. **INITIAL**



Jewel Mullen, MD, MPH, MPA
Commissioner





Farrell Treatment Center offers three distinct rehabilitation programs:

Intensive Residential Program (Men Only)

The 28-day Intensive Residential Program is designed for adult men only. Family participation is strongly encouraged. The cost for this program is \$6,000.00.

Program includes:

- Therapy groups addressing issues of relapse prevention, progression of use, family and relationship issues, grief and/or loss, and other issues associated with dependence
- Individual counseling sessions
- Mindfulness training
- Psychiatric evaluations and medication management
- Case management services that include referrals to employment services, medical and behavioral health providers

Intensive Outpatient Program (Men and Women)

The co-ed Intensive Outpatient Program is designed for clients living in the community who need the structure and support of others when the 12 step programs are not enough. The sessions are 3 hours a day, three days a week, and offered during the day or evening.

Program includes:

- Therapy groups addressing issues of relapse prevention, sober living skills, stress management, family and friendship, and psycho education
- Individual counseling
- Psychiatric evaluation and medication management

Outpatient Program

The Outpatient Program provides specialized groups and individual counseling, and family and couples therapies.

Specialized groups include:

- Women's Issues – Women and Trauma group meets weekly
- Men's Issues – Men and Trauma group meets weekly
- Mood disorders
- Anger management
- Relapse Prevention
- Early Intervention
- Psychiatric evaluation and medication management
- Specialized groups for early intervention, marijuana abuse, and young adults

Are you ready to change your life?

The Farrell Treatment Center is here to help you achieve your goal of living a healthy, substance free lifestyle.

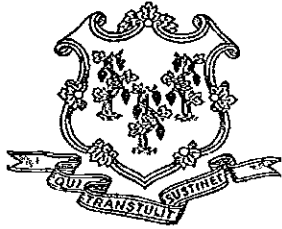
For more information about our programs and fees, program registration, or to make an appointment, please contact us by phone, 860.225.4641, or visit us online at www.farrell-tc.com.

We accept:

- Husky A, B, D
- HealthyCT
- Self-Pay/Sliding pay scale (*generally no more than the average copay*)
- Commercial insurance including Anthem, ConnectiCare, Optimum and others
- Call for admissions and eligibility, 860.225.4641

Farrell Treatment Center is a non-profit substance abuse treatment facility dedicated to helping individuals achieve a healthy, substance-free lifestyle by providing an unsurpassed rehabilitation experience for our clients.

Our evidence-based treatments have been designed to appeal to the diverse interests of our clients with a variety of modalities to choose from. This enables our treatment care team to create individualized rehabilitation plans, according to the individual's personal needs and preferences.



STATE OF CONNECTICUT
DEPARTMENT OF MENTAL
HEALTH AND ADDICTION SERVICES

CONTRACT AMENDMENT

Contractor: Farrell Treatment Center, Inc.
Contractor Address: 586 Main Street, New Britain, CT 06051
Contract Number: 11MHA2085
Amendment Number: 5
Amount as Amended: \$1,596,400
Contract Term as Amended: July 1, 2011-June 30, 2016

The contract between Farrell Treatment Center, Inc. (the "Contractor") and the Connecticut Department of Mental Health and Addiction Services (the "Department" or "Agency"), which was last executed by the parties on effective date: 07/11/11, and subsequently amended on 04/30/12, 05/16/13, 05/29/14, and 05/29/15, is hereby amended as follows:

1. **Maximum Contract Amount:** The total maximum amount payable under this contract is increased by \$15,000 from \$1,581,400 to \$1,596,400.
2. **Annual Funding Amounts:**
 1. **State Fiscal Year 2016:** The total maximum amount payable under this contract for State Fiscal Year 2016 is increased by \$15,000 from \$302,452 to \$317,452.
 - Additional funding in the amount of \$14,998 for State Fiscal Year 2016 is awarded for the **Residential Intensive Program** contracted by the Department for use by The Judicial Branch, Community Support Services Division (CSSD).
 - Additional funding in the amount of \$2 for State Fiscal Year 2016 is awarded for the **Outpatient Clinical Services** to correct an error in delineation of State Fiscal Year 2013 contract funding.
3. **Annual Operating Budget:** The contractor shall adhere to the approved budget for State Fiscal Year 2016, negotiated with the department, in compliance with Part I, Section B, Clause 1 of this agreement.
4. **Agency Terms and Conditions:** Effective December 1, 2015, Part I, Sections B-F (Agency Specific Terms and Conditions) of the contract are deleted and replaced with the terms delineated on pages 2-11 herein.

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

B. BUDGET

1. Approved Budget: The Contractor shall adhere to the approved budget, negotiated with the Department, for each non-fee-for-service funded component.

2. Annual Budget Variance:

- a. The Contractor shall adhere to the approved budget allocated to each service component, negotiated with the Department and included in Part I, Section II. 1. of this Contract. In the event that the Contractor and/or subcontractors receive(s) funding from any source other than those indicated in this contract, the Contractor shall notify the Department of such funding and its use within ten (10) days after receiving notice of such funding.
- b. The following annual variances from the approved budget are allowable without prior Department approval, however, the Department must be notified of any such variances in writing:
 - (1) Line item expenses within cost centers up to 20% of each line item;
 - (2) Cost center to cost center shifts up to 10% of each line item or \$2,000 whichever is less;
 - (3) Individual salary increases up to 15% in funded cost centers.
- c. The Contractor shall not shift Department funding between addiction services and mental health cost centers without prior written approval of the Department.
- d. Variances that exceed the allowable limits specified herein and that do not have a Department approved budget revision will be treated as disallowed expenses and may be required to be returned to the Department.

3. Unexpended Funds:

- a. Whenever the Department determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the Department to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the Department may utilize the final annual financial report to determine the existence and amount of unexpended funds.
- b. Unexpended funds shall be identified by and returned to the Department in the following manner:
 - (1) Funds paid to the Contractor shall be identified by the Department's "Special Identification Number" (SID). The payments made by the Department shall be compared to the expenses reported by the Contractor, by SID as noted on the "Schedule of Expenditures of Financial Assistance" and/or "Schedule of Expenditures of Federal Financial Assistance" or other similar schedule(s) as required by the Federal and State Single Audit acts. If the Contractor is not required to file Single Audit Reports, the Department may utilize the Contractor's Annual Financial Report to determine any unexpended funds.
 - (2) If payments made by the Department exceed the expenses reported, the Department may recoup such payments by (a) offsetting a future contract payment by the amount of the unexpended funds calculated by the Department or (b) requesting payment from the Contractor by check or other means as determined by the Department. If requested to return unexpended funds by check, the Contractor shall return to the Department the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the Department that such amount is due. The Department may recoup from future

contract payments an amount equal to such unexpended funds subject to recoupment that remain unpaid more than sixty (60) days after receipt of said written notice.

- c. The Contractor may request permission from the Department to carry forward unexpended federal funds from one fiscal year to a subsequent fiscal year provided that such request:
- (1) is made to the Department in writing no later than September 30;
 - (2) specifies the amount of unexpended federal funds requested and identifies the fiscal year from which and to which the Contractor is seeking permission to carry forward;
 - (3) clearly explains why the Contractor has not fully expended payments made by the Department under this contract;
 - (4) details the purposes for which the Contractor proposes to use the requested unexpended federal funds; and
 - (5) is accompanied by written documentation that the request to carry forward such funds is authorized by the Contractor's governing authority.

The Department may request an opinion letter from an independent Certified Public Accountant acknowledging the reasonableness of the requested amount. Upon determination by the Department that the Contractor has performed in accordance with the terms and conditions of the contract, and that the amount and proposed use of the unexpended funds for which a carry forward is being requested are appropriate, the Department may approve a request to carry forward unexpended federal funds and will notify the Contractor in writing of such approval. Unexpended federal funds thus approved for carry forward shall not be subject to section a. of this provision provided that the Contractor expends such funds by the end of the fiscal year immediately following the fiscal year in which the unexpended federal funds were originally accrued. Contractor shall not use unexpended federal funds approved for carry forward for any purpose other than one for which the Department has granted specific prior written approval.

- d. The Contractor may request that a portion of unrestricted operating income which is in excess of funds paid under this contract be designated for a special or future use provided that such request:
- (1) is made to the Department in writing in advance of such use;
 - (2) specifies the amount being requested and substantiates that said portion is not required to meet current operating expenses;
 - (3) is accompanied by written documentation that the request for such designation is authorized by the Contractor's governing authority; and
 - (4) details the purposes for which the Contractor proposes to use the requested amount. At the sole discretion of, and only upon specific prior written approval from, the Department, funds so designated shall not be deemed unexpended funds and shall not be subject to section a. of this provision.
- e. Absent specific prior written approval from the Department under section b. or section c. of this provision, the Contractor shall not expend, transfer or otherwise use funds deemed by the Department to be unexpended funds and all such funds shall be subject to section a. of this provision.

4. **Capital Expenditures:** Contractor shall not use funds allotted by the Department under this contract for capital expenditures. This restriction shall not be interpreted to prevent routine maintenance, but no such funds shall be used for construction or renovation of buildings.
5. **Equipment:** Equipment is defined as machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of \$1,000.00 or more, or as revised by the Comptroller of the State of Connecticut. Equipment purchased, in whole or in part, with funds provided by the Department under this contract will be considered the property of the Department. Equipment will

be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases will be considered to be the property of the Contractor. Equipment to be purchased for the program with Department funds must be identified and the cost itemized in the approved budget in Part I of this contract or in a budget revision form. The following provisions apply to equipment purchases made in full or in part with Department funds:

- a. Contractor shall obtain the prior approval of the Department either through the contract application budget or a budget revision. Each piece of equipment to be purchased and its costs must be clearly itemized.
- b. Contractor shall obtain three (3) competitive bids with the purchase to be made from the lowest qualified bidder.
- c. Contractor shall maintain an inventory of all equipment purchased with Department funds.
- d. As part of its annual audit statement, Contractor shall submit verification by the auditor of the continued possession of all equipment purchased with Department funds.
- e. Any item of equipment purchased with Department funds shall not be discarded or sold or removed from the inventory without the prior written approval of the Department.
- f. If Department funding to the Contractor is terminated or not renewed, the Department will determine the manner of the disposition of all equipment purchased in full or in part with Department funds by:
 - (1) permitting the Contractor to retain and use the property;
 - (2) allowing the Contractor to sell the equipment and return the proceeds to the Department, minus an agreed upon amount to compensate for the costs of selling the property; or
 - (3) returning the equipment to the Department.

C. REPORTING

1. **Reporting Requirements:** The Contractor shall supply all applicable reports required by the Department's funding regulations, Regulations of Connecticut State Agencies, Sections 17-226b-1 through 17-226b-7 and Sections 17-226d-1 through 17-226d-11 and the applicable reports specified below. Required reports will be used for purposes including, but not limited to, determination of the Contractor's compliance with program performance standards, provision of cumulative reports and statistical information pursuant to Conn. Gen. Stat. 17a-451(n), and such other routine information as may be required by the Department.

- a. **Specified Reports:**

- (1) **Admission and Discharge Reports:** Contractor shall report each admission, discharge and client specific service level data to the client information system designated by the Department. Such reports shall be in the form prescribed by the Department. Contractor shall request client consent to store said data with full client name in the client information system.

The Contractor shall report information to the Department using the specific service type, applicable level of care and standard data set as specified by the Department. The Contractor shall report service data in the form and format as required by the Department.

Admission, discharge, and service data that are provided to the Department via on-line data entry shall be submitted to the Department no later than two weeks after the date of

the admission, discharge, or service event; Admission, discharge, and service data that are provided to the Department via batch upload shall be submitted by the 15th day after the end of the month being reported.

- (2) Monthly Substance Use Disorder Treatment Reports: The Contractor providing services for substance use disorders shall report substance use data required for federal reporting no later than the 15th day after the end of each month. Such reports shall be in the form prescribed by the Department.
- (3) Daily Census Report for Substance Use Disorder Treatment: The Contractor providing residential services for substance use disorders shall provide the Department with daily census figures. Daily census reports shall be submitted in the form and manner specified by the Department.
- (4) Targeted Case Management (TCM): Contractors shall only bill for TCM through the Department and shall not be eligible for reimbursement through any other Medicaid billing system. Contractors designated by the Department to provide Targeted Case Management services shall submit to the Department Targeted Case Management services data no later than the 10th day of the month following the provision of services. Such data shall be submitted in the form and manner prescribed by the Department.
- (5) Critical Incident Reports: The Contractor agrees to report any critical incidents to the Department in the form and manner specified by the Department.
- (6) Client Satisfaction Surveys: At least once during the contract period, the Contractor shall administer a satisfaction survey to clients in the form and manner specified by the Department and report survey results to the Department.
- (7) Interim Fiscal Report: For non-fee-for-service components of this contract, the Contractor shall submit an Interim Fiscal Report no later than March 31. The interim Fiscal Report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the period July 1st through February 28th.

If so required by Section 2.b. above, the Contractor shall submit to the Department budget revision requests for variances indicated in the Interim Fiscal Report no later than March 31st. The Contractor shall comply with Department requirements as to the form and content of these submissions.

- (8) Annual Financial Report: For non-fee-for-service components of this contract, the Contractor shall submit an Annual Financial Report no later than September 30th. The Annual Financial Report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the period July 1st through June 30th.

If so required by Section B.2.b. above, the Contractor shall submit to the Department final year end budget revision requests no later than 45 days before the end of the State Fiscal Year (May 15th). The Contractor shall comply with Department requirements as to the form and content of these submissions.

- (9) Annual Audit: Notwithstanding the provisions of Part II, Section C.5. of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department

for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The Department reserves the right to receive a copy of any audit for related parties under common control. Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the Department for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.

b. **Other Reports:**

Contractor further agrees to provide any other reports concerning contracted services which the Department may reasonably require. When such other reports are deemed regular (more frequently than on a quarterly basis) and are not explicitly stated above, the Department will notify the Contractor in writing at least thirty (30) days prior to the initial submission date. This notification will minimally include the required data for the report, as well as the required date of submission.

2. **Financial Penalties for Late Reporting:** In addition to procedures set forth in Part II, Subsection C. 16. of this contract, the Department may impose a financial penalty on the Contractor if the Contractor fails to submit timely and accurate reports as specified in Part I, Section C. 1. Such penalties will be \$500 per late report and may, at the discretion of the Department, be withheld from payments to the Contractor.

D. PAYMENTS

1. **Payments For Non-Fee-For-Service Components:**

- a. An initial contract payment of state funds representing four months in the amount of one-third (1/3) of the total state funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the availability of the funding to the Department and contingent upon the full execution of this contract.
- b. An initial contract payment of federal funds representing three months in the amount of one-fourth (1/4) of the total federal funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the full execution of this contract and receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).
- c. Two subsequent payments each representing three months in the amount of one-fourth (1/4) of the total contract amount will be made quarterly thereafter. The final payment representing two months in the amount of one-sixth (1/6) of the total state funded contract amount and one-fourth (1/4) of the total federal funded contract amount will be made following receipt and review of the Interim Fiscal Report.
- d. When the Department's review of the Contractor's financial reports or on-site examination of the Contractor's financial records indicates that under expenditure or under-utilization of contract funds are likely to occur by the end of the state fiscal year, the Department may alter the payment schedule for the balance of the fiscal year upon thirty (30) days' written notification to the Contractor.
- e. The amount of this contract represents the maximum annual amount payable by the Department to the Contractor for providing the services described in Part I, Section A. of this contract.

2. **Payments For Fee-For-Service Components:**

The Department agrees to pay the Contractor according to the terms of compensation and payment stated in Part I, Section I of this contract for any fee-for-service component operated under this contract. Whenever the Department determines that excess payments have been made to the contractor under a fee

for service award, the Contractor shall return the excess payments to the Department within thirty (30) days of receipt of written notice of such determination.

E. FEDERAL FUND REQUIREMENTS:

Any Contractor who receives any federal funds through the Department must comply with the following:

1. This certification and agreement is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by 31 U.S.C. § 1352 as quoted in pertinent part below.

Contractor certifies and agrees that:

(a) (1) None of the funds appropriated by any Act may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action described in paragraph (2) of this subsection.

(b) (2) The prohibition in paragraph (1) of this subsection applies with respect to the following federal actions:

- (A) The awarding of any federal contract;
- (B) The making of any federal grant;
- (C) The making of any federal loan;
- (D) The entering into of any cooperative agreement;
- (E) The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) (1) Any person who makes an expenditure prohibited by subsection (a) of this section shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

2. Pursuant to P.L. 101-166, Title V, Section 511, 103 Stat 1189 (1989), then issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds (including, but not limited to, State and local governments) shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
3. If federal block grant funding is appropriated to this contract, the Department assumes no liability for payment unless the terms of this contract are in accordance with a legislatively approved block grant plan, as provided by Conn. Gen. Stat. § 4-28b.

a. Community Mental Health Services Block Grant

The Contractor who receives Community Mental Health Services (CMHS) Block Grant funds shall not expend such funds on the following: (1) inpatient hospital services, (2) cash payments to intended recipients, (3) purchase or improvement of land, purchase, construction or improvement of any building or other facility, purchase of major medical equipment, (4) satisfaction of any non-Federal funds expenditure requirement, or (5) provision of financial assistance to any entity other than a public or non-profit private entity.

b. Projects for Assistance in Transition from Homelessness

Contractors who receive funds for Projects for Assistance in Transition from Homelessness (PATH) shall comply with the requirements as outlined in P.L. No. 101-645, Stewart B. McKinney, Homeless Assistance Amendments Act of 1990, Title V, Subtitle A, Section 501 (1990).

c. Substance Abuse Prevention and Treatment Block Grant

- (1) All Contractors who receive Substance Abuse Prevention and Treatment (SAPT) Block Grant funds agree to comply with any and all applicable regulations adopted by Department of Health and Human Services, Public Health Services, Substance Abuse and Mental Health Service Administration, including 45 CFR 96.121, et seq., as may be amended, but not limited to the following:

Contractor shall provide, pursuant to 45 CFR 96.132(b), opportunities for continuing education in substance use disorders to the Contractor's employees who provide prevention or treatment services or activities for substance use disorders.

- (2) All Contractors who are recipients of SAPT funds and are providing treatment services for substance use disorder agree: (a) pursuant to 45 CFR 96.136, to cooperate with, and provide access to client records, Contractor's policies and procedures and all other documentation and information as required by regulations to any Department authorized peer review committee established pursuant to these regulations; (b) pursuant to 45 CFR 96.131, to provide priority access to pregnant women in any program which provides treatment services to women, and refer any pregnant women for whom it has insufficient capacity to the Department, in the time, form and manner required by the Department; and (c) pursuant to 45 CFR 96.127, to follow procedures which will ensure that tuberculosis services, including counseling and testing, and the provision or referral to appropriate medical treatment, are provided to any client infected with microbacteria tuberculosis. Such program shall also implement any infectious control procedures in accordance with the Department's infectious disease protocol as required by the Department.

Pursuant to 45 CFR 96.135, the Contractor who receives SAPT funds shall not expend such funds on the following: (1) inpatient hospital services, (2) cash payments to intended recipients, (3) purchase or improvement of land, purchase, construction or improvement of any building or other facility, purchase of major medical equipment, or (4) satisfaction of any non-Federal funds expenditure requirement, (5) provision of financial assistance to any entity other than a public or non-profit private entity, or (6) provide individuals with hypodermic needles or syringes.

- (3) All Contractors who are recipients of SAPT funds and who are providing treatment services to intravenous substance abusers shall: (a) admit each individual who requests, and is in need of treatment for intravenous substance abuse, not later than 14 days after the individual makes the request for admission; (b) provide interim services, as defined in the federal regulations, 45 CFR 96.121 and 126, within 48 hours of the request for admission, to any intravenous substance abuser who cannot be admitted to an appropriate treatment program within 14 days of the request for admission; (c) ensure that an intravenous substance abuser receiving interim services is admitted to the Contractor's program, or another appropriate program, not later than 120 days after the original request for admission; d) perform outreach activities to encourage the intravenous substance abuser to undergo treatment and to promote awareness among intravenous

substance abusers about the relationship between intravenous substance abuse and communicable diseases. The Contractor shall use a scientifically sound outreach model; e) provide preferential access to treatment in the following order of priority: (1) pregnant intravenous substance abusers, (2) pregnant substance abusers, (3) intravenous substance abusers, (4) all others.

- (4) Contractors who are recipients of SAPT funds and who are religious organizations must: (1) provide notice to all potential and actual program beneficiaries (services recipients) of their right to alternative services; and (2) ensure program beneficiaries wishing to be referred to alternative services. The term "alternative services" means services determined by the State to be accessible and comparable and provided within a reasonable period of time from another substance abuse provider ("alternative provider") to which the program beneficiary ("services recipient") has no religious objection.

d. Social Services Block Grant

All Contractors who receive Social Services Block Grant funds for the provision of substance abuse services and who do not electronically submit the Social Services Block Grant Supplemental Report information to the Department, must submit a hardcopy of the Social Services Block Grant Supplemental Report Form. Failure to submit required reports shall result in disallowance of associated expenses and could result in fines as indicated in Section A. 12. above.

F. OTHER

1. **Quality Assurance:** The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program, including, but not limited to, Regs., Conn. State Agencies §§ 17-226b-1 through 17-226b-7 and §§ 17-226d-1 through 17-226d-11, inclusive.

The performance of each Contractor shall be reviewed and evaluated at least annually by persons designated by the Department of Mental Health and Addiction Services. Such reviews and evaluations may be performed by examination of documents and reports, by site visits to funded facilities administered by the Contractor, or by a combination of both.

2. **Notification of Changes in Key Personnel:** Contractor shall immediately notify the Director of Business Administration of the Department in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Medical Director, program directors of Department funded programs, and officers and members of the Contractor's Board of Directors.
3. **Program Closure and Transition:** In the event the Contractor closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the Department does not offer funding for the subsequent fiscal year, then pursuant to Part II D. 7. of this Contract, the Department and the Contractor shall negotiate and resolve the following issues: the time lines for closure of the program, closure of admissions and the transfer or discharge of clients remaining in the program at the time of closure; the amount of any final payments due the Contractor or refunds due the Department; the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2; the disposition of property and equipment in which the Department has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, Sections 17-226d-4(i), (1) & (2) including Bond Fund Award liens and obligations; notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and such other issues as are pertinent to the specific situation.

4. **Waiting List:** All Contractors who provide services for the treatment of substance use disorders shall maintain a waiting list in the form and manner required by the Department.
5. **Local Mental Health Authorities:** A Contractor who has been designated a Local Mental Health Authority by the Commissioner, shall have the responsibility to collect, enter into the Department-designated database, and audit the data necessary to carry out its oversight function. Such a Contractor shall incorporate analogous language into any subcontracts under this contract with any of its affiliate agencies so that such subcontractors also have the responsibility to collect and enter the necessary information.
6. **Client Advisory Mechanisms:** Contractor shall maintain effective mechanisms for client advisory input to the Contractor's governing body.
7. **Grievance Procedures:**
 - a. The Contractor shall maintain a formal grievance procedure that is acceptable to the Department to address the complaints of persons requesting or receiving services under this contract. The Contractor shall designate a Client Rights Officer to manage the grievance process. Within available resources, the Department will provide training and technical support in grievance process management.
 - b. The Contractor shall prominently display a summary of the grievance procedure in areas that are easily accessible to clients. Such summary shall include the name and telephone number of the Client Rights Officer and the toll free telephone number of the Department's Client Rights and Grievance Office.
8. **Response to Patient Care Questions:** The Contractor shall respond to all patient care questions from the Department within twenty-four (24) hours during the work week and by Tuesday at 10:00 A.M. for all inquiries arising during the weekend.
9. **Person-Centered and Recovery-Oriented Services:**
 - a. The Contractor shall provide mental health and substance use disorder services that are person-centered (defined as individualized care and supports chosen by the person in recovery to meet his or her unique needs) and incorporate recovery values and principles as specified in the Department's Recovery Standards and Guidelines, including but not limited to:
 - (1) culturally competent services that are responsive to the needs of individuals from diverse racial, ethnic and cultural groups;
 - (2) services that are responsive to differences in gender;
 - (3) services that are sensitive and responsive to the needs of men and women who may have experienced trauma; and
 - (4) services that are responsive to the needs of individuals that have co-occurring mental illness and substance use disorders;
 - b. The Contractor agrees to furnish the Department with any information the Department deems necessary for the purpose of assessing the Contractor's compliance with this provision.

- 10. Co-Occurring Disorders and Integrated Services:** In accordance with the Department's emphasis on providing integrated services for people with co-occurring mental health and substance use disorders, and as part of the initial evaluation of individuals seeking services, the Contractor shall use standardized mental health and substance use screening instruments, in the form and manner specified by the Department, to facilitate the early and accurate identification of co-occurring disorders. The screening instruments must be administered utilizing welcoming and recovery-oriented engagement techniques. The approach is to be person-centered, with respect for individual's strengths, hope, and wellness, and in support of the Department's recovery-oriented approach. The completed screening instruments shall be placed in the person's treatment chart. Client-level data from the Contractor's administration of these screening instruments shall be reported to the Department in a manner and timeframe specified by the Department.
- 11. Third Party Beneficiary:** This Contract is not intended to create, nor shall it be deemed to create, any third party beneficiary rights in recipients.
- 12. Professional Responsibility:** Contractor shall be responsible for all individual treatment decisions and for the care rendered by the Contractor to the recipients. In cases where the Department and the Contractor have acted jointly to make treatment decisions, neither party is liable for the acts or omissions of the other. Consultation with, and/or recommendations from the Department about an individual's treatment, without more, do not constitute joint decision making.
- 13. Medicaid Administrative Activities:** Contractors designated in Part I of this Contract perform certain administrative activities that meet the activity definitions/descriptions specified by the Department and subject to Office of Management and Budget (OMB) Circular A-122 and 45 C.F.R. Parts 74 and 95, in addition to the Cost Standards as provided for in Part II C.1., all as may be amended from time to time. Such activities are potentially eligible for reimbursement to the State of Connecticut under the Department's Medicaid Administrative Claiming Program. Such designated Contractors shall:
- a. Identify all Contractor's staff on a quarterly basis that potentially perform Medicaid administrative activities in a form and manner specified by the Department;
 - b. Inform all Contractor's staff of the requirements of the Department's Medicaid Administrative Claiming Program;
 - c. Require Contractor's staff selected for quarterly random sampling phone calls by the Department or its agent to respond to such phone polling within forty-eight (48) hours; and
 - d. Provide Medicaid eligibility information to the Department as requested.

IN WITNESS WHEREOF, the parties have executed this Contract amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Contractor

Farrell Treatment Center, Inc.

Contractor



Signature

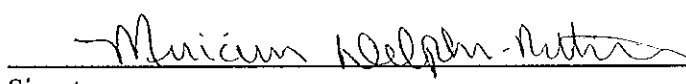
1.20.16

Date

Name and Title of Authorized Official

David Borzellino, LMFT
Executive Director

Connecticut Department of Mental Health and Addiction Services



Signature

2/18/16

Date

Miriam Delphin-Rittmon, Ph.D., Commissioner

Name and Title of Authorized Official

Connecticut Attorney General *approved as to form:*

Signature

Title

Date

" This contract amendment is exempt from the Connecticut Attorney General's review in accordance with terms of the Memorandum of Agreement between the Department of Mental Health and Addiction Services and the Connecticut Attorney General, effective 6/30/11; as amended, on 9/30/11, 12/11/13, 9/9/15, and 11/25/15."



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

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

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

CERTIFICATION:

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

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

Farrell Treatment Center, Inc.

Contractor Name

Department of Mental Health and Addiction Services

Awarding State Agency

Miriam Delphin-Rittmon 2/18/16
State Agency Official or Employee Signature Date

Miriam Delphin-Rittmon, Ph.D Commissioner
Printed Name Title

Sworn and subscribed before me on this 18th day of February 2016

Cheryl A. Proctor
Commissioner of the Superior Court
or Notary Public

Cheryl A. Proctor
Notary Public
My Commission Expires August 31, 2019



FARRELL
TREATMENT CENTER

A community that cares, loves & supports.

RESOLUTION PAGE

RESOLUTION SECTION:

I hereby certify that on an online meeting of the Farrell Treatment Center Board of Directors on January 20, 2016 at 586 Main Street, New Britain, CT, the following resolution was duly adopted in conformity with the charter and bylaws of said corporation and is in full force and effect.

RESOLVED: That David Borzellino, the Executive Director of Farrell Treatment Center is authorized to enter into and amend contractual instruments with the Department of Mental Health and Addiction Services of the State of Connecticut.

ATTESTATION SECTION:

January 20, 2016
Date

D. Paelet
Lawrence Paelet, Attorney



FARRELL
TREATMENT CENTER

A community that cares, loves & supports.

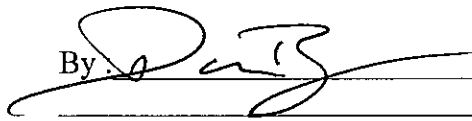
NONDISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, David Borzellino, of Farrell Treatment Center an entity lawfully organized and existing under the laws of Connecticut do hereby certify that the following is a true and correct copy of a resolution adopted on the 20 day of January, 2016 by the governing body of Farrell Treatment Center in accordance with all of its documents of governance and management and the laws of Connecticut and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That Farrell Treatment Center hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this 20 day of January, 2016.

By  Title:
Signature

Print Name: David Borzellino, LMFT
Executive Director

Effective June 25, 2007



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of CT, Inc. 55 Capital Blvd., Ste. 102 Rocky Hill, CT 06067 James Parmiter	CONTACT NAME: James Parmiter		
	PHONE (A/C, No, Ext): 860-667-9000	FAX (A/C, No):	
	E-MAIL ADDRESS: JParmiter@BBHartford.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Arch Insurance Company		11150
	INSURER B: Travelers Casualty & Surety Co		002001
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

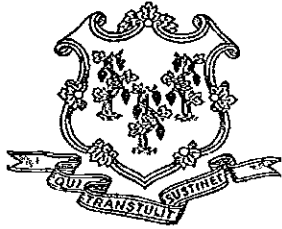
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NTPKG010791	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 3,000,000												
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NTAUT0051901	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NTFXS0017601	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$												
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XAUB4110T36A15	07/01/2015	07/01/2016	<table border="1"> <tr> <td></td> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
	PER STATUTE	OTH-ER																	
E.L. EACH ACCIDENT		\$ 500,000																	
E.L. DISEASE - EA EMPLOYEE		\$ 500,000																	
E.L. DISEASE - POLICY LIMIT		\$ 500,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
STCTMEN State of Connecticut Dept of Mental Health & Addiction Serv 410 Capitol Ave MS 14ADM Hartford, CT 06134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Shelley R. Humbling</i>



STATE OF CONNECTICUT
DEPARTMENT OF MENTAL
HEALTH AND ADDICTION SERVICES

CONTRACT AMENDMENT

Contractor: Farrell Treatment Center, Inc.
Contractor Address: 586 Main Street, New Britain, CT 06051
Contract Number: 11MHA2085
Amendment Number: 5
Amount as Amended: \$1,596,400
Contract Term as Amended: July 1, 2011-June 30, 2016

The contract between Farrell Treatment Center, Inc. (the "Contractor") and the Connecticut Department of Mental Health and Addiction Services (the "Department" or "Agency"), which was last executed by the parties on effective date: 07/11/11, and subsequently amended on 04/30/12, 05/16/13, 05/29/14, and 05/29/15, is hereby amended as follows:

1. **Maximum Contract Amount:** The total maximum amount payable under this contract is increased by \$15,000 from \$1,581,400 to \$1,596,400.
2. **Annual Funding Amounts:**
 1. **State Fiscal Year 2016:** The total maximum amount payable under this contract for State Fiscal Year 2016 is increased by \$15,000 from \$302,452 to \$317,452.
 - Additional funding in the amount of \$14,998 for State Fiscal Year 2016 is awarded for the **Residential Intensive Program** contracted by the Department for use by The Judicial Branch, Community Support Services Division (CSSD).
 - Additional funding in the amount of \$2 for State Fiscal Year 2016 is awarded for the **Outpatient Clinical Services** to correct an error in delineation of State Fiscal Year 2013 contract funding.
3. **Annual Operating Budget:** The contractor shall adhere to the approved budget for State Fiscal Year 2016, negotiated with the department, in compliance with Part I, Section B, Clause 1 of this agreement.
4. **Agency Terms and Conditions:** Effective December 1, 2015, Part I, Sections B-F (Agency Specific Terms and Conditions) of the contract are deleted and replaced with the terms delineated on pages 2-11 herein.

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

B. BUDGET

1. Approved Budget: The Contractor shall adhere to the approved budget, negotiated with the Department, for each non-fee-for-service funded component.

2. Annual Budget Variance:

- a. The Contractor shall adhere to the approved budget allocated to each service component, negotiated with the Department and included in Part I, Section II. 1. of this Contract. In the event that the Contractor and/or subcontractors receive(s) funding from any source other than those indicated in this contract, the Contractor shall notify the Department of such funding and its use within ten (10) days after receiving notice of such funding.
- b. The following annual variances from the approved budget are allowable without prior Department approval, however, the Department must be notified of any such variances in writing:
 - (1) Line item expenses within cost centers up to 20% of each line item;
 - (2) Cost center to cost center shifts up to 10% of each line item or \$2,000 whichever is less;
 - (3) Individual salary increases up to 15% in funded cost centers.
- c. The Contractor shall not shift Department funding between addiction services and mental health cost centers without prior written approval of the Department.
- d. Variances that exceed the allowable limits specified herein and that do not have a Department approved budget revision will be treated as disallowed expenses and may be required to be returned to the Department.

3. Unexpended Funds:

- a. Whenever the Department determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the Department to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the Department may utilize the final annual financial report to determine the existence and amount of unexpended funds.
- b. Unexpended funds shall be identified by and returned to the Department in the following manner:
 - (1) Funds paid to the Contractor shall be identified by the Department's "Special Identification Number" (SID). The payments made by the Department shall be compared to the expenses reported by the Contractor, by SID as noted on the "Schedule of Expenditures of Financial Assistance" and/or "Schedule of Expenditures of Federal Financial Assistance" or other similar schedule(s) as required by the Federal and State Single Audit acts. If the Contractor is not required to file Single Audit Reports, the Department may utilize the Contractor's Annual Financial Report to determine any unexpended funds.
 - (2) If payments made by the Department exceed the expenses reported, the Department may recoup such payments by (a) offsetting a future contract payment by the amount of the unexpended funds calculated by the Department or (b) requesting payment from the Contractor by check or other means as determined by the Department. If requested to return unexpended funds by check, the Contractor shall return to the Department the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the Department that such amount is due. The Department may recoup from future

contract payments an amount equal to such unexpended funds subject to recoupment that remain unpaid more than sixty (60) days after receipt of said written notice.

- c. The Contractor may request permission from the Department to carry forward unexpended federal funds from one fiscal year to a subsequent fiscal year provided that such request:
- (1) is made to the Department in writing no later than September 30;
 - (2) specifies the amount of unexpended federal funds requested and identifies the fiscal year from which and to which the Contractor is seeking permission to carry forward;
 - (3) clearly explains why the Contractor has not fully expended payments made by the Department under this contract;
 - (4) details the purposes for which the Contractor proposes to use the requested unexpended federal funds; and
 - (5) is accompanied by written documentation that the request to carry forward such funds is authorized by the Contractor's governing authority.

The Department may request an opinion letter from an independent Certified Public Accountant acknowledging the reasonableness of the requested amount. Upon determination by the Department that the Contractor has performed in accordance with the terms and conditions of the contract, and that the amount and proposed use of the unexpended funds for which a carry forward is being requested are appropriate, the Department may approve a request to carry forward unexpended federal funds and will notify the Contractor in writing of such approval. Unexpended federal funds thus approved for carry forward shall not be subject to section a. of this provision provided that the Contractor expends such funds by the end of the fiscal year immediately following the fiscal year in which the unexpended federal funds were originally accrued. Contractor shall not use unexpended federal funds approved for carry forward for any purpose other than one for which the Department has granted specific prior written approval.

- d. The Contractor may request that a portion of unrestricted operating income which is in excess of funds paid under this contract be designated for a special or future use provided that such request:
- (1) is made to the Department in writing in advance of such use;
 - (2) specifies the amount being requested and substantiates that said portion is not required to meet current operating expenses;
 - (3) is accompanied by written documentation that the request for such designation is authorized by the Contractor's governing authority; and
 - (4) details the purposes for which the Contractor proposes to use the requested amount. At the sole discretion of, and only upon specific prior written approval from, the Department, funds so designated shall not be deemed unexpended funds and shall not be subject to section a. of this provision.
- e. Absent specific prior written approval from the Department under section b. or section c. of this provision, the Contractor shall not expend, transfer or otherwise use funds deemed by the Department to be unexpended funds and all such funds shall be subject to section a. of this provision.

4. **Capital Expenditures:** Contractor shall not use funds allotted by the Department under this contract for capital expenditures. This restriction shall not be interpreted to prevent routine maintenance, but no such funds shall be used for construction or renovation of buildings.
5. **Equipment:** Equipment is defined as machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of \$1,000.00 or more, or as revised by the Comptroller of the State of Connecticut. Equipment purchased, in whole or in part, with funds provided by the Department under this contract will be considered the property of the Department. Equipment will

be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases will be considered to be the property of the Contractor. Equipment to be purchased for the program with Department funds must be identified and the cost itemized in the approved budget in Part I of this contract or in a budget revision form. The following provisions apply to equipment purchases made in full or in part with Department funds:

- a. Contractor shall obtain the prior approval of the Department either through the contract application budget or a budget revision. Each piece of equipment to be purchased and its costs must be clearly itemized.
- b. Contractor shall obtain three (3) competitive bids with the purchase to be made from the lowest qualified bidder.
- c. Contractor shall maintain an inventory of all equipment purchased with Department funds.
- d. As part of its annual audit statement, Contractor shall submit verification by the auditor of the continued possession of all equipment purchased with Department funds.
- e. Any item of equipment purchased with Department funds shall not be discarded or sold or removed from the inventory without the prior written approval of the Department.
- f. If Department funding to the Contractor is terminated or not renewed, the Department will determine the manner of the disposition of all equipment purchased in full or in part with Department funds by:
 - (1) permitting the Contractor to retain and use the property;
 - (2) allowing the Contractor to sell the equipment and return the proceeds to the Department, minus an agreed upon amount to compensate for the costs of selling the property; or
 - (3) returning the equipment to the Department.

C. REPORTING

1. **Reporting Requirements:** The Contractor shall supply all applicable reports required by the Department's funding regulations, Regulations of Connecticut State Agencies, Sections 17-226b-1 through 17-226b-7 and Sections 17-226d-1 through 17-226d-11 and the applicable reports specified below. Required reports will be used for purposes including, but not limited to, determination of the Contractor's compliance with program performance standards, provision of cumulative reports and statistical information pursuant to Conn. Gen. Stat. 17a-451(n), and such other routine information as may be required by the Department.

- a. **Specified Reports:**

- (1) **Admission and Discharge Reports:** Contractor shall report each admission, discharge and client specific service level data to the client information system designated by the Department. Such reports shall be in the form prescribed by the Department. Contractor shall request client consent to store said data with full client name in the client information system.

The Contractor shall report information to the Department using the specific service type, applicable level of care and standard data set as specified by the Department. The Contractor shall report service data in the form and format as required by the Department.

Admission, discharge, and service data that are provided to the Department via on-line data entry shall be submitted to the Department no later than two weeks after the date of

the admission, discharge, or service event; Admission, discharge, and service data that are provided to the Department via batch upload shall be submitted by the 15th day after the end of the month being reported.

- (2) Monthly Substance Use Disorder Treatment Reports: The Contractor providing services for substance use disorders shall report substance use data required for federal reporting no later than the 15th day after the end of each month. Such reports shall be in the form prescribed by the Department.
- (3) Daily Census Report for Substance Use Disorder Treatment: The Contractor providing residential services for substance use disorders shall provide the Department with daily census figures. Daily census reports shall be submitted in the form and manner specified by the Department.
- (4) Targeted Case Management (TCM): Contractors shall only bill for TCM through the Department and shall not be eligible for reimbursement through any other Medicaid billing system. Contractors designated by the Department to provide Targeted Case Management services shall submit to the Department Targeted Case Management services data no later than the 10th day of the month following the provision of services. Such data shall be submitted in the form and manner prescribed by the Department.
- (5) Critical Incident Reports: The Contractor agrees to report any critical incidents to the Department in the form and manner specified by the Department.
- (6) Client Satisfaction Surveys: At least once during the contract period, the Contractor shall administer a satisfaction survey to clients in the form and manner specified by the Department and report survey results to the Department.
- (7) Interim Fiscal Report: For non-fee-for-service components of this contract, the Contractor shall submit an Interim Fiscal Report no later than March 31. The interim Fiscal Report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the period July 1st through February 28th.

If so required by Section 2.b. above, the Contractor shall submit to the Department budget revision requests for variances indicated in the Interim Fiscal Report no later than March 31st. The Contractor shall comply with Department requirements as to the form and content of these submissions.

- (8) Annual Financial Report: For non-fee-for-service components of this contract, the Contractor shall submit an Annual Financial Report no later than September 30th. The Annual Financial Report shall be in the form prescribed by the Department and shall report the actual income and expenditures for each funded program for the period July 1st through June 30th.

If so required by Section B.2.b. above, the Contractor shall submit to the Department final year end budget revision requests no later than 45 days before the end of the State Fiscal Year (May 15th). The Contractor shall comply with Department requirements as to the form and content of these submissions.

- (9) Annual Audit: Notwithstanding the provisions of Part II, Section C.5. of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department

for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The Department reserves the right to receive a copy of any audit for related parties under common control. Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the Department for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.

b. Other Reports:

Contractor further agrees to provide any other reports concerning contracted services which the Department may reasonably require. When such other reports are deemed regular (more frequently than on a quarterly basis) and are not explicitly stated above, the Department will notify the Contractor in writing at least thirty (30) days prior to the initial submission date. This notification will minimally include the required data for the report, as well as the required date of submission.

2. **Financial Penalties for Late Reporting:** In addition to procedures set forth in Part II, Subsection C. 16. of this contract, the Department may impose a financial penalty on the Contractor if the Contractor fails to submit timely and accurate reports as specified in Part I, Section C. 1. Such penalties will be \$500 per late report and may, at the discretion of the Department, be withheld from payments to the Contractor.

D. PAYMENTS

1. Payments For Non-Fee-For-Service Components:

- a. An initial contract payment of state funds representing four months in the amount of one-third (1/3) of the total state funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the availability of the funding to the Department and contingent upon the full execution of this contract.
- b. An initial contract payment of federal funds representing three months in the amount of one-fourth (1/4) of the total federal funded contract amount will be authorized by the Department after the start of the state fiscal year contingent upon the full execution of this contract and receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).
- c. Two subsequent payments each representing three months in the amount of one-fourth (1/4) of the total contract amount will be made quarterly thereafter. The final payment representing two months in the amount of one-sixth (1/6) of the total state funded contract amount and one-fourth (1/4) of the total federal funded contract amount will be made following receipt and review of the Interim Fiscal Report.
- d. When the Department's review of the Contractor's financial reports or on-site examination of the Contractor's financial records indicates that under expenditure or under-utilization of contract funds are likely to occur by the end of the state fiscal year, the Department may alter the payment schedule for the balance of the fiscal year upon thirty (30) days' written notification to the Contractor.
- e. The amount of this contract represents the maximum annual amount payable by the Department to the Contractor for providing the services described in Part I, Section A. of this contract.

2. Payments For Fee-For-Service Components:

The Department agrees to pay the Contractor according to the terms of compensation and payment stated in Part I, Section I of this contract for any fee-for-service component operated under this contract. Whenever the Department determines that excess payments have been made to the contractor under a fee

for service award, the Contractor shall return the excess payments to the Department within thirty (30) days of receipt of written notice of such determination.

E. FEDERAL FUND REQUIREMENTS:

Any Contractor who receives any federal funds through the Department must comply with the following:

1. This certification and agreement is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by 31 U.S.C. § 1352 as quoted in pertinent part below.

Contractor certifies and agrees that:

(a) (1) None of the funds appropriated by any Act may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action described in paragraph (2) of this subsection.

(b) (2) The prohibition in paragraph (1) of this subsection applies with respect to the following federal actions:

- (A) The awarding of any federal contract;
- (B) The making of any federal grant;
- (C) The making of any federal loan;
- (D) The entering into of any cooperative agreement;
- (E) The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) (1) Any person who makes an expenditure prohibited by subsection (a) of this section shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

2. Pursuant to P.L. 101-166, Title V, Section 511, 103 Stat 1189 (1989), then issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds (including, but not limited to, State and local governments) shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
3. If federal block grant funding is appropriated to this contract, the Department assumes no liability for payment unless the terms of this contract are in accordance with a legislatively approved block grant plan, as provided by Conn. Gen. Stat. § 4-28b.

a. Community Mental Health Services Block Grant

The Contractor who receives Community Mental Health Services (CMHS) Block Grant funds shall not expend such funds on the following: (1) inpatient hospital services, (2) cash payments to intended recipients, (3) purchase or improvement of land, purchase, construction or improvement of any building or other facility, purchase of major medical equipment, (4) satisfaction of any non-Federal funds expenditure requirement, or (5) provision of financial assistance to any entity other than a public or non-profit private entity.

b. Projects for Assistance in Transition from Homelessness

Contractors who receive funds for Projects for Assistance in Transition from Homelessness (PATH) shall comply with the requirements as outlined in P.L. No. 101-645, Stewart B. McKinney, Homeless Assistance Amendments Act of 1990, Title V, Subtitle A, Section 501 (1990).

c. Substance Abuse Prevention and Treatment Block Grant

- (1) All Contractors who receive Substance Abuse Prevention and Treatment (SAPT) Block Grant funds agree to comply with any and all applicable regulations adopted by Department of Health and Human Services, Public Health Services, Substance Abuse and Mental Health Service Administration, including 45 CFR 96.121, et seq., as may be amended, but not limited to the following:

Contractor shall provide, pursuant to 45 CFR 96.132(b), opportunities for continuing education in substance use disorders to the Contractor's employees who provide prevention or treatment services or activities for substance use disorders.

- (2) All Contractors who are recipients of SAPT funds and are providing treatment services for substance use disorder agree: (a) pursuant to 45 CFR 96.136, to cooperate with, and provide access to client records, Contractor's policies and procedures and all other documentation and information as required by regulations to any Department authorized peer review committee established pursuant to these regulations; (b) pursuant to 45 CFR 96.131, to provide priority access to pregnant women in any program which provides treatment services to women, and refer any pregnant women for whom it has insufficient capacity to the Department, in the time, form and manner required by the Department; and (c) pursuant to 45 CFR 96.127, to follow procedures which will ensure that tuberculosis services, including counseling and testing, and the provision or referral to appropriate medical treatment, are provided to any client infected with microbacteria tuberculosis. Such program shall also implement any infectious control procedures in accordance with the Department's infectious disease protocol as required by the Department.

Pursuant to 45 CFR 96.135, the Contractor who receives SAPT funds shall not expend such funds on the following: (1) inpatient hospital services, (2) cash payments to intended recipients, (3) purchase or improvement of land, purchase, construction or improvement of any building or other facility, purchase of major medical equipment, or (4) satisfaction of any non-Federal funds expenditure requirement, (5) provision of financial assistance to any entity other than a public or non-profit private entity, or (6) provide individuals with hypodermic needles or syringes.

- (3) All Contractors who are recipients of SAPT funds and who are providing treatment services to intravenous substance abusers shall: (a) admit each individual who requests, and is in need of treatment for intravenous substance abuse, not later than 14 days after the individual makes the request for admission; (b) provide interim services, as defined in the federal regulations, 45 CFR 96.121 and 126, within 48 hours of the request for admission, to any intravenous substance abuser who cannot be admitted to an appropriate treatment program within 14 days of the request for admission; (c) ensure that an intravenous substance abuser receiving interim services is admitted to the Contractor's program, or another appropriate program, not later than 120 days after the original request for admission; d) perform outreach activities to encourage the intravenous substance abuser to undergo treatment and to promote awareness among intravenous

substance abusers about the relationship between intravenous substance abuse and communicable diseases. The Contractor shall use a scientifically sound outreach model; e) provide preferential access to treatment in the following order of priority: (1) pregnant intravenous substance abusers, (2) pregnant substance abusers, (3) intravenous substance abusers, (4) all others.

- (4) Contractors who are recipients of SAPT funds and who are religious organizations must: (1) provide notice to all potential and actual program beneficiaries (services recipients) of their right to alternative services; and (2) ensure program beneficiaries wishing to be referred to alternative services. The term "alternative services" means services determined by the State to be accessible and comparable and provided within a reasonable period of time from another substance abuse provider ("alternative provider") to which the program beneficiary ("services recipient") has no religious objection.

d. Social Services Block Grant

All Contractors who receive Social Services Block Grant funds for the provision of substance abuse services and who do not electronically submit the Social Services Block Grant Supplemental Report information to the Department, must submit a hardcopy of the Social Services Block Grant Supplemental Report Form. Failure to submit required reports shall result in disallowance of associated expenses and could result in fines as indicated in Section A. 12. above.

F. OTHER

1. **Quality Assurance:** The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program, including, but not limited to, Regs., Conn. State Agencies §§ 17-226b-1 through 17-226b-7 and §§ 17-226d-1 through 17-226d-11, inclusive.

The performance of each Contractor shall be reviewed and evaluated at least annually by persons designated by the Department of Mental Health and Addiction Services. Such reviews and evaluations may be performed by examination of documents and reports, by site visits to funded facilities administered by the Contractor, or by a combination of both.

2. **Notification of Changes in Key Personnel:** Contractor shall immediately notify the Director of Business Administration of the Department in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Medical Director, program directors of Department funded programs, and officers and members of the Contractor's Board of Directors.
3. **Program Closure and Transition:** In the event the Contractor closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the Department does not offer funding for the subsequent fiscal year, then pursuant to Part II D. 7. of this Contract, the Department and the Contractor shall negotiate and resolve the following issues: the time lines for closure of the program, closure of admissions and the transfer or discharge of clients remaining in the program at the time of closure; the amount of any final payments due the Contractor or refunds due the Department; the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2; the disposition of property and equipment in which the Department has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, Sections 17-226d-4(i), (1) & (2) including Bond Fund Award liens and obligations; notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and such other issues as are pertinent to the specific situation.

4. **Waiting List:** All Contractors who provide services for the treatment of substance use disorders shall maintain a waiting list in the form and manner required by the Department.
5. **Local Mental Health Authorities:** A Contractor who has been designated a Local Mental Health Authority by the Commissioner, shall have the responsibility to collect, enter into the Department-designated database, and audit the data necessary to carry out its oversight function. Such a Contractor shall incorporate analogous language into any subcontracts under this contract with any of its affiliate agencies so that such subcontractors also have the responsibility to collect and enter the necessary information.
6. **Client Advisory Mechanisms:** Contractor shall maintain effective mechanisms for client advisory input to the Contractor's governing body.
7. **Grievance Procedures:**
 - a. The Contractor shall maintain a formal grievance procedure that is acceptable to the Department to address the complaints of persons requesting or receiving services under this contract. The Contractor shall designate a Client Rights Officer to manage the grievance process. Within available resources, the Department will provide training and technical support in grievance process management.
 - b. The Contractor shall prominently display a summary of the grievance procedure in areas that are easily accessible to clients. Such summary shall include the name and telephone number of the Client Rights Officer and the toll free telephone number of the Department's Client Rights and Grievance Office.
8. **Response to Patient Care Questions:** The Contractor shall respond to all patient care questions from the Department within twenty-four (24) hours during the work week and by Tuesday at 10:00 A.M. for all inquiries arising during the weekend.
9. **Person-Centered and Recovery-Oriented Services:**
 - a. The Contractor shall provide mental health and substance use disorder services that are person-centered (defined as individualized care and supports chosen by the person in recovery to meet his or her unique needs) and incorporate recovery values and principles as specified in the Department's Recovery Standards and Guidelines, including but not limited to:
 - (1) culturally competent services that are responsive to the needs of individuals from diverse racial, ethnic and cultural groups;
 - (2) services that are responsive to differences in gender;
 - (3) services that are sensitive and responsive to the needs of men and women who may have experienced trauma; and
 - (4) services that are responsive to the needs of individuals that have co-occurring mental illness and substance use disorders;
 - b. The Contractor agrees to furnish the Department with any information the Department deems necessary for the purpose of assessing the Contractor's compliance with this provision.

- 10. Co-Occurring Disorders and Integrated Services:** In accordance with the Department's emphasis on providing integrated services for people with co-occurring mental health and substance use disorders, and as part of the initial evaluation of individuals seeking services, the Contractor shall use standardized mental health and substance use screening instruments, in the form and manner specified by the Department, to facilitate the early and accurate identification of co-occurring disorders. The screening instruments must be administered utilizing welcoming and recovery-oriented engagement techniques. The approach is to be person-centered, with respect for individual's strengths, hope, and wellness, and in support of the Department's recovery-oriented approach. The completed screening instruments shall be placed in the person's treatment chart. Client-level data from the Contractor's administration of these screening instruments shall be reported to the Department in a manner and timeframe specified by the Department.
- 11. Third Party Beneficiary:** This Contract is not intended to create, nor shall it be deemed to create, any third party beneficiary rights in recipients.
- 12. Professional Responsibility:** Contractor shall be responsible for all individual treatment decisions and for the care rendered by the Contractor to the recipients. In cases where the Department and the Contractor have acted jointly to make treatment decisions, neither party is liable for the acts or omissions of the other. Consultation with, and/or recommendations from the Department about an individual's treatment, without more, do not constitute joint decision making.
- 13. Medicaid Administrative Activities:** Contractors designated in Part I of this Contract perform certain administrative activities that meet the activity definitions/descriptions specified by the Department and subject to Office of Management and Budget (OMB) Circular A-122 and 45 C.F.R. Parts 74 and 95, in addition to the Cost Standards as provided for in Part II C.1., all as may be amended from time to time. Such activities are potentially eligible for reimbursement to the State of Connecticut under the Department's Medicaid Administrative Claiming Program. Such designated Contractors shall:
- a. Identify all Contractor's staff on a quarterly basis that potentially perform Medicaid administrative activities in a form and manner specified by the Department;
 - b. Inform all Contractor's staff of the requirements of the Department's Medicaid Administrative Claiming Program;
 - c. Require Contractor's staff selected for quarterly random sampling phone calls by the Department or its agent to respond to such phone polling within forty-eight (48) hours; and
 - d. Provide Medicaid eligibility information to the Department as requested.

IN WITNESS WHEREOF, the parties have executed this Contract amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Contractor

Farrell Treatment Center, Inc.

Contractor



Signature

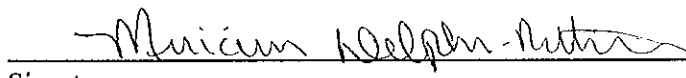
1.20.16

Date

Name and Title of Authorized Official

David Borzellino, LMFT
Executive Director

Connecticut Department of Mental Health and Addiction Services



Signature

2/18/16

Date

Miriam Delphin-Rittmon, Ph.D., Commissioner

Name and Title of Authorized Official

Connecticut Attorney General *approved as to form:*

Signature

Title

Date

" This contract amendment is exempt from the Connecticut Attorney General's review in accordance with terms of the Memorandum of Agreement between the Department of Mental Health and Addiction Services and the Connecticut Attorney General, effective 6/30/11; as amended, on 9/30/11, 12/11/13, 9/9/15, and 11/25/15."



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

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

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

CERTIFICATION:

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

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

Farrell Treatment Center, Inc.

Contractor Name

Department of Mental Health and Addiction Services

Awarding State Agency

Miriam Delphin-Rittmon 2/18/16
State Agency Official or Employee Signature Date

Miriam Delphin-Rittmon, Ph.D Commissioner
Printed Name Title

Sworn and subscribed before me on this 18th day of February 2016

Cheryl A. Proctor
Commissioner of the Superior Court
or Notary Public

Cheryl A. Proctor
Notary Public
My Commission Expires August 31, 2019



**FARRELL
TREATMENT CENTER**

A community that cares, loves & supports.

RESOLUTION PAGE

RESOLUTION SECTION:

I hereby certify that on an online meeting of the Farrell Treatment Center Board of Directors on January 20, 2016 at 586 Main Street, New Britain, CT, the following resolution was duly adopted in conformity with the charter and bylaws of said corporation and is in full force and effect.

RESOLVED: That David Borzellino, the Executive Director of Farrell Treatment Center is authorized to enter into and amend contractual instruments with the Department of Mental Health and Addiction Services of the State of Connecticut.

ATTESTATION SECTION:

January 20, 2016
Date

D. Paelet
Lawrence Paelet, Attorney



FARRELL
TREATMENT CENTER

A community that cares, loves & supports.

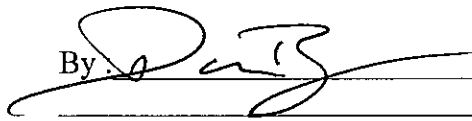
NONDISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, David Borzellino, of Farrell Treatment Center an entity lawfully organized and existing under the laws of Connecticut do hereby certify that the following is a true and correct copy of a resolution adopted on the 20 day of January, 2016 by the governing body of Farrell Treatment Center in accordance with all of its documents of governance and management and the laws of Connecticut and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That Farrell Treatment Center hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this 20 day of January, 2016.

By  Title:
Signature

Print Name: _____ **David Borzellino, LMFT**
Executive Director

Effective June 25, 2007



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of CT, Inc. 55 Capital Blvd., Ste. 102 Rocky Hill, CT 06067 James Parmiter	CONTACT NAME: James Parmiter	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 860-667-9000	E-MAIL ADDRESS: JParmiter@BBHartford.com	
INSURED Farrell Treatment Center 586 Main Street New Britain, CT 06051	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		11150
	INSURER B : Travelers Casualty & Surety Co		002001
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

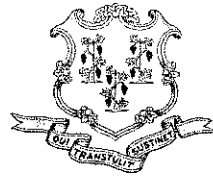
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NTPKG010791	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 3,000,000												
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XAUB4110T36A15	07/01/2015	07/01/2016	<table border="1"> <tr> <td></td> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
	PER STATUTE	OTH-ER																	
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E.L. DISEASE - EA EMPLOYEE		\$ 500,000																	
E.L. DISEASE - POLICY LIMIT		\$ 500,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER STCTMEN State of Connecticut Dept of Mental Health & Addiction Serv 410 Capitol Ave MS 14ADM Hartford, CT 06134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Shelby R. Humbling</i>

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH



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

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Office of Health Care Access

April 21, 2016

David Borzellino
Executive Director
Farrell Treatment Center
586 Main Street
New Britain, CT

RE: Certificate of Need Determination Report Number 16-32082-DTR
Establishment of Mental Health and Substance Abuse Facility


Dear Mr. Borzellino:

On April 14, 2016, the Office of Health Care Access ("OHCA") received your Certificate of Need ("CON") Determination request on behalf of Farrell Treatment Center ("Petitioner") with respect to the establishment of a new mental health and substance abuse facility.

The Petitioner seeks to establish a nonprofit mental health and substance abuse facility at 19 Basset Road, New Britain, Connecticut. The Petitioner has a contract to provide services for the State of Connecticut Department of Mental Health and Addiction Services. The Petitioner will serve adults 18 years of age and over with a primary diagnosis of substance abuse/dependency and mood disorders.

Pursuant to Conn. Gen. Stat. § 19a-638(a)(1), a certificate of need is required for the "establishment of a new health care facility". Conn. Gen. Stat. § 19a-630(11) defines a health care facility as "... (G) mental health facilities; (H) substance abuse treatment facilities...". Although the Petitioner's facility will provide mental health and substance abuse services, Conn. Gen. Stat. § 19a-638(b)(14) provides an exception to the CON requirements for "[A]ny nonprofit facility, institution or provider that has a contract with, or is certified or licensed to provide a service for, a state agency or department for a service that would otherwise require a certificate of need..." The Petitioner is a nonprofit entity that has a contract to provide services to the State of Connecticut Department of Mental Health and Addiction Services. Consequently, a **CON is not required** for the Petitioner's proposal.

Sincerely,


Kimberly R. Martone
Director of Operations

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



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Affirmative Action/Equal Opportunity Employer

* * * COMMUNICATION RESULT REPORT (APR. 21. 2016 3:39PM) * * *

FAX HEADER:

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REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER

E-2) BUSY
E-4) NO FACSIMILE CONNECTION



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: DAVID BORZELLINO
FAX: 860 225-4642
AGENCY: FARRELL TREATMENT CENTER
FROM: OHCA
DATE: 4/21/16 Time: _____
NUMBER OF PAGES: _____
(including transmittal sheet)

Comments:
Please see attached determination for Report Number: 16-32082-DTR

PLEASE PHONE Barbara K. Olejarz IF THERE ARE ANY TRANSMISSION PROBLEMS.

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