

PROGRAM INTEGRITY ASSESMENT SUPPLEMENT

Low Income Home Energy Assistance Program (LIHEAP)

State of Connecticut – Department of Social Services
Roderick L. Bremby, Commissioner
FY 2014

1. Recent Audit Findings

- a. *Describe any audit findings of material weaknesses and reportable conditions, questioned costs and other findings cited in FY 2013 or the prior three years, in annual audits, Grantee monitoring assessments, Inspector General reviews, or other Government Agency reviews of LIHEAP agency finances.*

As mentioned in the LIHEAP Abbreviated Plan, all local administering agencies must comply with Single Audit Act requirements. Audits are submitted to the Division of Quality Assurance at the State of Connecticut, Department of Social Services (DSS) for their review and any necessary action.

The Auditors of Public Accounts for the State of Connecticut also conduct their own reviews and have identified that the department provides funding to the sub-recipients that result in excess cash on hand that on occasion exceed their average weekly disbursements.

In order to ensure that sub-recipients have sufficient funding available to pay heating bills on behalf of LIHEAP eligible households, funds are disbursed based on a weekly review of their expenditures and obligation reports. The sub-recipients are notified of the payments in advance of their release and are provided instructions on how the funds should be spent. Additional funds are not released until payments have been made in accordance with the instructions.

- b. *Describe whether the cited audit findings or relevant operations have been resolved or corrected. If not, describe the plan and timeline for doing so in FY 2014.*

DSS has tried diligently to ensure that sub-recipients make payments to their vendors in a timely manner. The language in their contracts indicates that payments are to be released within 72 hours of their receipt. DSS will continue to monitor this activity in FY 2014.

- c. *If there is no plan in place, explain why not.*

Not applicable.

2. Compliance Monitoring

- a. *Describe the Grantee's FY 2013 strategies that will continue in FY 2014 for monitoring compliance with State and Federal LIHEAP policies and procedures by the Grantee and local administering agencies.*

Field Representatives from the DSS Community, Energy and Refugee Services Division are assigned as technical advisors to each Community Action Agency (CAA). Field visits are routinely made during the program year, the purposes of which are to provide technical assistance, review sample files for the CEAP, and to ensure that each CAA maintains compliance with the annual State Plan and with LIHEAP policies and procedures. A review of deliverable fuel invoices is also completed each program year to ensure that vendors are registered to participate in the CEAP, that payments are calculated accurately and that they are processed in a timely manner. Any case file or payment errors identified during these reviews are resolved with CAA staff in real time. Findings are also documented in letters sent to CAA executives.

In addition to the above, one staff member from the Community, Energy and Refugee Services Division continuously monitors the computerized financial records of each CAA, and prepares all reports necessary to maintain compliance with federal requirements.

Larger CAAs maintain Quality Assurance staff to review files, resolve any errors encountered, and train staff to ensure compliance with program requirements.

In order to remain up to date with the most current policies and procedures promulgated by HHS regarding program integrity, DSS staff have and will continue to participate in relevant training, such as the webinar hosted by HHS on March 27, 2012. A staff person from DSS was requested by HHS staff to serve as a presenter in that webinar, along with staff from two other states. The purpose of the webinar was to highlight experiences of states that have successfully built relationships with the Social Security Administration (SSA) to verify SSNs.

- b. *Highlight any strategies for compliance monitoring from your plan which will be newly implemented as of FY 2014.*

During FY 2013, technical advisors will continue to monitor CAA staff to ensure that discrepancies relating to valid social security numbers (SSNs) are resolved on a timely basis. Procedures to help CAAs to resolve SSN discrepancies will be further refined based on experience.

- c. *If you don't have a firm compliance monitoring system in place for FY 2014, describe how the Grantee is verifying that LIHEAP policy and procedures are being followed.*

Not applicable.

3. Fraud Reporting Mechanisms

- a. *For FY 2013 activities continuing in FY 2014, describe all (a) mechanisms available to the public for reporting cases of suspected LIHEAP fraud, waste of abuse [These may*

include telephone hotlines, websites, email addresses, etc.]; (b) strategies for advertising these resources.

With regard to mechanisms available to the public for reporting cases of suspected LIHEAP fraud, DSS maintains a toll-free Fraud Hotline (1-800-842-2155). This hotline was established to permit individuals and vendors to report cases of suspected program abuse. With regard to advertising strategies for these sources, the hotline number is available on the DSS Connecticut Energy Assistance Program (CEAP) website, and is also included in informational brochures that are distributed at program meetings and made available at CAA intake facilities. In addition, the hotline number is included in vendor agreements entered into with each fuel provider choosing to participate in the CEAP.

In addition to the above, if CAA staff suspects that an energy assistance application or case is fraudulent, they may forward the application or case to DSS Fraud Early Detection (FRED) investigators for review. If the disposition of a suspected fraud case reviewed by a FRED investigator concludes that a CEAP client did in fact commit fraud, the client is informed that in addition to losing eligibility for the current year (including having to return the value of benefits already provided if applicable), the household will also be ineligible to receive benefits for the subsequent two program years.

- b. *Highlight any tools or mechanisms from your plan which will be newly implemented in FY 2014, and the timeline for that implementation.*

No changes to the SSN verification process in FY 2014 are foreseen at this time, barring the implementation of any new HHS directives.

- c. *If you don't have any tools or mechanisms available to the public to prevent fraud or improper payments, describe your plan for involving all citizens and stakeholders involved with your program in detecting fraud.*

Not applicable.

4. Verifying Applicant Identities

- a. *Describe all FY 2013 Grantee policies continuing in FY 2014 for how identities of applicants and household members are verified.*

SSNs are processed on a weekly basis through the State Verification and Exchange System (SVES). NUMIDENT is the database, SVES is the interface.

In FY 2013, the SSNs of more than 264,000 energy assistance recipients (applicants as well as other household members) were run via the SVES through the SSA database. All discrepancies were downloaded by a designated staff person at each CAA, who was also responsible for resolving them. Policies for continued use in FY 2014 are included with this supplement as Attachment A.

Further, as part of the department's efforts to ensure that CEAP benefits are provided only to eligible households, all CAAs have been provided read-only access to the DSS

Eligibility Management System (EMS). EMS enables CAAs to confirm the identities of those applicants or household members who are either currently on or who have previously received assistance through various department-run programs including, but not limited to, Temporary Family Assistance, the Supplemental Nutrition Assistance Program, the Refugee Cash Assistance Program and State Supplement to the Aged, Blind and Disabled. The EMS also contains a Client Demographic screen that ensures that each social security number is valid prior to receiving approval for assistance. EMS serves as a valuable resource, assisting CAAs with verifying addresses, household composition and income.

- b. *Highlight any policy or strategy from your plan which will be newly implemented in FY 2014.*

Not applicable.

- c. *If you don't have a system in place for verifying applicants' identities, explain why and how the Grantee is ensuring that only authentic and eligible applicants are receiving benefits.*

Not applicable.

5. Social Security Number Requests

- a. *Describe the Grantee's FY 2014 policy in regard to requiring Social Security Numbers from applicants and/or household members applying for LIHEAP benefits.*

In FY 2014, as in previous years, SSNs will be required from applicants and household members. The only exceptions will be for those persons with a pending SSN, cases where SSNs are not required (battered spouses, lawful permanent residents, victims of human trafficking and their derivative beneficiaries), and non-qualified aliens (these persons are not provided benefits, but if they reside in a household with eligible members, their income is documented, and household benefits are pro-rated).

- b. *Describe whether the Grantee's Policy for requiring or not requiring Social Security Numbers is new as of FY 2014, or remaining the same.*

The policy of requiring valid SSNs will remain as a requirement in FY 2014.

- c. *If the Grantee is not requiring Social Security Numbers of LIHEAP applicants and/or household members, explain what supplementary measures are being employed to prevent fraud.*

Not applicable.

6. Cross-checking Social Security Numbers Against Government Systems/Databases

- a. *Describe if and how the Grantee used existing government systems and databases to verify applicant or household member identities in FY 2013 and continuing in FY 2014. (Social*

Security Administration Enumeration Verification System, prisoner databases, Government death records, etc.)

DSS has fully implemented a system to verify SSNs through the SVES. The EMS will also remain as a resource available to verify household information for those clients applying for and/or receiving Temporary Family Assistance, the Supplemental Nutrition Assistance Program, the Refugee Cash Assistance Program and State Supplement to the Aged, Blind and Disabled. Even as alternate databases are accessed in the future specifically for LIHEAP clients, EMS will continue to serve an important role since many LIHEAP clients receive these social services.

- b. *Highlight which, if any, policies or strategies for using existing government databases will be newly implemented in FY 2014.*

Not applicable.

- c. *If the Grantee won't be using new-hire directories to verify applicant and household member incomes, how will the Grantee be verifying that information?*

The use of new-hire directories will be considered if cost-effective sources can be accessed. In the interim, CAAs will continue to utilize EMS.

7. Verifying Applicant Income

- a. *Describe how the Grantee or designee used State Directories of new hires or similar systems to confirm income eligibility in FY 2013 and continuing in FY 2014.*

Public benefits, including child support payments, can be confirmed through the use of the EMS. Self employed individuals must prepare a notarized statement and submit complete copies of their latest IRS 1040's with all attachments for comparison. All other forms of income, including employment, must be supported by source documentation such as paystubs, letters from pension providers, etc.

- b. *Please highlight any policies or strategies for using new hire directories which will be newly implemented in FY 2014.*

Procedural modifications will be considered during FY 2014 in coordination with anticipated HHS recommendations.

- c. *If the Grantee won't be using new hire directories to verify applicant and household member incomes, how will the Grantee be verifying that information?*

Procedures already utilized for FY 2013 will be continued in FY 2014.

8. Privacy Protection and Confidentiality

- a. *Describe the financial and operating controls in place in FY 2013 that will continue in FY 2014 to protect client information against improper use or disclosure.*

A multi-tiered approach is in place in Connecticut to safeguard client information. On the state level, all employees are bound by statutorily backed restrictions on the use of private information, both in specific program applications, such as the use of the state's EMS, as well as in general requirements, such as adherence to Health Insurance Portability and Accountability Act (HIPAA) regulations.

CEAP contracts executed between DSS and each CAA contain specific sections ensuring the protection and confidentiality of client information. Further, all CAAs statewide must enter into a Non-Disclosure and Confidentiality Agreement when they execute Community Services Block Grant contracts. This agreement, a copy of which is attached to this supplement as Attachment B, stipulates protection and confidentiality of personal and financial client information and governs the use of the EMS. The CEAP program is specifically noted in each agreement, and as such the protection of private client information is contractually assured.

In addition to the above, all email information generated through DSS that contains client information is encrypted through Tumbleweed Communications Corporation.

- b. *Highlight any controls or strategies from your plan which will be newly implemented as of FY 2014.*

Not applicable.

- c. *If you don't have relevant physical or operational controls in place to ensure the security and confidentiality of private information disclosed by applicants, explain why.*

Not applicable.

9. LIHEAP Benefits Policy

- a. *Describe FY 2013 Grantee policies continuing in FY 2014 for protecting against fraud when making payments or providing benefits to energy vendors on behalf of clients.*

Computer databases used by CAAs are reviewed periodically to verify that payments made to energy vendors, including utility companies, are accurate and that agencies pay vendors in a timely manner. Also, a review of CAA records relating specifically to deliverable fuel vendors is completed each program year to ensure that vendors are registered to participate in the CEAP.

- b. *Highlight any fraud prevention efforts relating to making payments or providing benefits which will be newly implemented in FY 2014.*

Not applicable.

- c. *If the Grantee doesn't have policy in place to protect against improper payments when making payments or providing benefits on behalf of clients, what supplementary steps is the Grantee taking to ensure program integrity.*

Not applicable.

10. Procedures for Unregulated Energy Vendors

- a. *Describe the Grantee's FY 2013 procedures continuing in FY 2014 for averting fraud and improper payments when dealing with bulk fuel dealers of heating oil, propane, wood and other unregulated energy utilities.*

All energy vendors wishing to participate in the CEAP must sign a Vendor Document each program year which details the conditions under which payments will be made to each type of vendor. The purpose of the Vendor Document is to ensure program standardization, fair treatment of CEAP customers by vendors, and to establish the conditions for payments on behalf of customers receiving assistance from the CEAP, including a requirement that vendors provide the same price discounts, including early payment discounts, to customers receiving CEAP assistance as the vendors provide to similarly situated customers.

Under the Section entitled 'Miscellaneous Provisions', the Vendor Document states that, "The Vendor understands and agrees that if the State of Connecticut has reason to believe that the Vendor may have misrepresented, violated, or attempted to violate any part of this Document, they are subject to having their participation as a supplier in the energy assistance program immediately suspended. Suspected violations of Connecticut law shall be investigated, and if appropriate, prosecuted. Vendors found in violation shall be barred from participation in the energy assistance program for five years."

Deliverable fuel vendors that sign a Vendor Document and verify their registration with the state Department of Consumer Protection (DCP) each year are placed on a list of approved vendors which is supplied to the CAAs by DSS. The state reserves the right to inspect/audit the records of any regulated or unregulated utility company or deliverable fuel vendor participating in the CEAP to ensure that proper payments are credited to customer accounts.

- b. *Highlight any strategies policy in this area which will be newly implemented in FY 2014.*

Not applicable.

- c. *If you don't have a firm plan for averting fraud when dealing with unregulated energy vendors, describe how the State is ensuring program integrity.*

Not applicable.

11. Verifying the Authenticity of Energy Vendors

- a. *Describe Grantee FY 2013 policies continuing in FY 2014 for verifying the authenticity of energy vendors being paid under LIHEAP as part of the Grantee's procedure for averting fraud.*

In accordance with Public Act 16a-23m, all heating oil and propane vendors wishing to participate in the CEAP must provide verification that they have registered with the DCP.

Verification from DCP is issued in the form of Home Heating Fuel Dealer certificates, copies of which are attached to each completed Vendor Document.

- b. *Highlight any policies for verifying vendor authenticity which will be newly implemented in FY 2014.*

Not applicable.

- c. *If you don't have a system in place for verifying vendor authenticity, describe how the Grantee can ensure that funds are being distributed through valid intermediaries.*

Not applicable.

12. Training and Technical Assistance

- a. *In regard to fraud prevention, describe elements of your FY 2013 plan continuing in FY 2014 for training and providing technical assistance to (a) employees, (b) non-governmental staff involved in the eligibility process, (c) clients, and (d) energy vendors.*

Employee training and technical assistance pertaining to fraud consists of periodic intra-agency meetings between DSS staff from the Community, Energy and Refugee Services Division and the FRED Unit regarding the Fraud Investigation Protocol. Any modifications to the protocol are then presented to non-governmental (CAA) staff at periodic statewide meetings and are reinforced by Field Representatives on-site at each CAA. Clients are informed of the penalties of providing fraudulent information through a declarative statement on their signed application. Lastly, training and technical assistance regarding fraud is provided each year to participating energy vendors at vendor meetings hosted by DSS and CAAs.

- b. *Highlight specific elements of your training regimen and technical assistance resources from your plan which will be newly implemented in FY 2014.*

Not applicable.

- c. *If you don't have a system in place for anti-fraud training or technical assistance for employees, clients or energy vendors, describe your strategy for ensuring that all employees understand what is expected of them and what tactics they are permitted to employ.*

Not applicable.

13. Audits of Local Administering Agencies

- a. *Describe the annual audit requirements in place for local administering agencies in FY 2013 that will continue into FY 2014.*

CAAs must comply with Single Audit Act requirements and forward resulting annual audits to the DSS Quality Assurance Division.

b. *Describe new policies or strategies to be implemented in FY 2014.*

Not applicable.

c. *If you don't have specific audit requirements for local administering agencies, explain how the Grantee will ensure that LIHEAP funds are properly audited under the Single Audit Act requirements.*

Not applicable.

Additional Information

Please attach further information that describes the Grantee's Program Integrity Policies, including supporting documentation from program manuals, including pages/sections from established LIHEAP policies and procedures.

Attachment A – Procedures to Resolve Non-matches and Cases that Include Deceased
Individuals

Attachment B – DSS Non-Disclosure and Confidentiality Agreement

Energy Assistance Program

Procedures to Resolve SSN Non-matches and Cases that Include Deceased Individuals

The energy assistance SSN verification process has been implemented during the 2010/11 program season. Beginning with the 2011/12 program year, the designated SSN verification staff contact at each Community Action Agency (CAA) will download the weekly SSN report that identifies non-matches and deceased individuals, and will resolve each case prior to the next week's report. The following procedures are meant to help guide CAA staff contacts to resolve non-matches or cases in which a household member is identified as being deceased.

SSN Non-matches

Codes for a non-match include;

- Code 1 - a Total Non-match
 - Code 3 - the SSN and Date of Birth do not Match
 - Code 5 - Surname or Given Name Does Not Match
 - *, followed by SSN – Possible Transposition Error
- If an input error is identified after a staff review of hard file information, the computer file must be immediately recertified (No need to contact client).
 - If the reason for a non-match cannot be identified by staff, the client must be contacted to identify the cause for a non-match, for example, a transposition error in the stated SSN for a household member. If the reason for a non-match is identified, the case must be immediately recertified.
 - If a likely cause for the non-match cannot be identified, and fraud is not suspected, the applicant must be directed in writing to contact their local SSA office or to call 1-800-772-1213 to determine the cause of the non-match and to correct their social security information. In these cases, energy assistance benefits must be suspended until the applicant complies.
 - In the event that fraud is suspected, a Connecticut Energy Assistance Program Investigation Referral Form (W-109CF4) must be completed and forwarded to the Department of Social Services pursuant to the Fraud Investigation Protocol.

SSNs Identified as Belonging to Deceased Individuals

A code that is designated as an 'X', followed by a date indicates an SSN that was issued to an individual that is now deceased. The date on the report is their date of recorded death. These may be cases in which a household member died between the application period and their energy assistance case certification, cases in which a widow or widower is mistakenly using the social security number of their deceased spouse, cases with other legitimate causes, or in some cases by an act of fraud.

- Prior to contacting a client regarding the death of a household member, CAA staff should verify a reported death by accessing the Social Security Death Index. Googling this phrase will reveal a variety of free sites to research this information. The site offered by GenealogyBank.com allows a search via a social security number. Using this site may bring relevant information to light, such as a case in which a client is mistakenly using the social security number of a deceased spouse from whom she or he receives survivor benefits. If this has occurred, the case can be recertified to include the correct SSN.
- If a discrepancy cannot be resolved using the step noted above, contact the client to determine a cause for the problem, then recertify the case if fraud is not suspected. If the household's benefit level is not affected, benefits will continue. If the recertification results in a change to the household's award, a revised benefit letter must be sent to the client. If the recertification results in the household being determined as over-income, benefits must be immediately suspended, and the client or a surviving household member must be notified by letter explaining the situation and informing them that the household can re-apply if they believe that their household income has decreased since the original application date.
- If fraud is suspected after reviewing a case that includes the SSN of a deceased individual, benefits must be suspended immediately and the case must be referred to the department's Fraud Unit for disposition.

Final Note

The US Department of Health and Human Services (HHS) is researching ways to provide a real-time, cost effective SSN verification system. At this time, however, the weekly SSN reporting process as developed by DSS is the most practical system to verify SSNs of energy assistance clients. Since the report is run after an application is certified, it is critical that non-matches be resolved and the computer file updated as quickly as possible to prevent households from receiving benefits for which they do not qualify.

(Attachment B to Program Integrity Supplement)

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Contract # XXXXXXXXXXXX / XXXXXXXXXX

This Non-Disclosure and Confidentiality Agreement, entered into by and between the Connecticut Department of Social Services (hereinafter the "Department") located at 25 Sigmourney Street, Hartford, CT 06106 and {Contractor Name}, (hereinafter the "Contractor"), located at {Address of Contractor}, on behalf of itself and all of its present and future affiliates and subsidiaries.

WHEREAS, the Department and the Contractor have entered into an agreement wherein the Contractor provides services related to the {Program Type} Program administered by the Department (hereinafter referred to as the {"Program Acronym"} Agreement); and

WHEREAS, the Department administers and maintains the Eligibility Management System ("EMS") which, among other things, contains personal and financial information of eligible recipients of benefits and services administered by the Department; and

WHEREAS, the Contractor's ability to perform services under the {Program Acronym} Agreement will be enhanced by their ability to access certain Confidential Information from EMS; and

WHEREAS, the Department desires to grant EMS access to a limited number of the Contractor's staff so long as the Contractor agrees to and protects the confidentiality of such information.

NOW, THEREFORE, in consideration of the Department providing the Contractor access to such Confidential Information for the sole purpose of fulfilling its obligations under the {Program Acronym} Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Department hereby agree as follows:

1. This Non-Disclosure and Confidentiality Agreement shall become effective upon the execution of both parties or upon the date that the {Program Acronym} Agreement is fully executed and approved by the Office of the Attorney General, whichever is later.

2. The Department shall provide, at no cost to the Contractor, access to EMS and the tools necessary for the Contractor to access EMS including but not necessarily limited to the necessary software, confidential passwords and training, for the sole purpose of the performance of Contractor's duties under the {Program Acronym} Agreement.
3. The Department and the Contractor agree to provide a designated EMS contact person to facilitate smooth and accurate communication pertaining to system access, performance and training issues.
4. The Contractor and its officers, directors, agents employees, consultants, independent contractors, and representatives will not, except as needed in the normal and proper course related to fulfilling its obligation under the {Program Acronym} Agreement, directly or indirectly disclose or use, or enable anyone else to disclose or use, either during the term of the {Program Acronym} Agreement or any time thereafter, any Confidential Information obtained from their access to EMS without the prior written approval of DSS.
5. The Contractor agrees to maintain and implement any and all Department requirements regarding the confidentiality of client information, pursuant to Connecticut General Statutes §17b-90.
6. "Confidential Information" shall include but not be limited to personal and/or financial information of eligible recipients of benefits and services administered and/or provided by the Department. Confidential information shall also include any and all such information that the Department provides or grants access to the Contractor or any of its affiliates, officers, directors, agents, employees, consultants, independent contractors, or representatives.
7. The Contractor agrees that all documents of any nature obtained through EMS or directly from the Department or its designees, are and shall remain the property of the Department. All such documents and all copies of such documents, including electronic copies, shall be surrendered to the Department at the termination of the {Program Acronym} Agreement or at the Department's request whichever is earlier. The Contractor agrees that upon request of the Department it will promptly destroy all written, electronic or tangible documents received by it pursuant hereto without retaining copies thereof and will provide to the Department a certificate as to the return or destruction of such documents.

8. The Contractor agrees that any Confidential Information received by the Contractor will not be subsequently disclosed by the Contractor to any person, firm or entity other than to Contractor's agents, employees, consultants or representatives who have a need to know in order to fulfill the Contractor's obligation under the {Program Acronym} Agreement. The Contractor agrees that each of its agents, employees, consultants or representatives that receive or may receive any Confidential Information will be bound by the provisions hereof on the same terms and conditions as the Contractor as if specifically named a party hereto. This provision shall survive the termination of this Agreement.
9. The Contractor shall inform the Department upon execution of this Agreement, which personnel require access to EMS so that the Department may make the appropriate security modifications.
10. The Contractor agrees to be subject to a Department audit, from time to time, which will, among other things, audit the Contractor's use and safeguarding of Confidential Information;
11. The Contractor agrees to prohibit its employees, agents and/or contractors and their employees from sharing the confidential passwords needed to access EMS and/or accessing data through EMS under another individual's user number;
12. The Contractor agrees to notify the Department within two (2) business days of changes in personnel with access to EMS so that the Department may make the appropriate security modifications;
13. The Contractor agrees that if they are requested or required in a judicial, administrative or governmental proceeding to disclose any Confidential Information and/or documents, it will notify the Department immediately upon receipt of notice thereof, so that the Department may either seek an appropriate protective order or waive the provisions of this Agreement. This provision shall survive the termination of this Agreement.
14. This Non-Disclosure and Confidentiality Agreement shall terminate two (2) years from the date of the Contractor's last receipt of Confidential Information pursuant to the Agreement; provided, however, Contractor's obligations to maintain the confidentiality of the Confidential Information and/or documents encompassed hereby shall survive the termination of this Agreement.

- 15. The Contractor and its officers, directors, agents, employees, consultants, independent contractors and representative agree to indemnify, defend and hold harmless the State of Connecticut, as well as all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits directly or indirectly resulting from the Contractor's failure to comply with the terms of this Non-Disclosure and Confidentiality Agreement.
- 16. The Department reserves the right to review the costs incurred by the Department by providing EMS access to the Contractor and may, with advance notice to the Contractor, require reimbursement of future costs for the continued provision of EMS access. The Department shall not require reimbursement of prior costs.
- 17. Amendments to this Agreement must be in writing signed by the Department and the Contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the dates set forth below.

{Contractor Name}

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____