

STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

Contractor:

CONNECTICUT CHILDREN'S MEDICAL CENTER, INC.

Contractor Address:

282 WASHINGTON STREET, HARTFORD, CT 06106

Contract Number:

064CMC-HUS-03 / 09DSS1101FI

Amendment Number:

A5

Amount as Amended:

\$4,243,403.00

Contract Term as Amended: 07/01/09 - 06/30/17

The contract between Connecticut Children's Medical Center, Inc. (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and approved by the Office of the Attorney General on 7/16/14, is hereby further amended as follows:

- 1. The total maximum amount payable under this contract is increased by \$1,060,000.00 from \$3,183,403.00 to \$4,243,403.00.
- 2. The term of the contract is extended for two additional years and the end date of the contract is changed from 6/3/15 to 6/30/17.
- 3. Section D, labeled NOTICES, in the original contract, amendment numbered three (A3) and amendment four (A4) are hereby amended as follows:
 - by deleting section D.1.b. in its entirety and replacing it with the following:
 - Ь. In case of notice(s) to the Department regarding this contract:

Olga Coleman-Williams, Contract Administrator

Contract Administration Unit Department of Social Services 55 Farmington Avenue

Hartford, CT 06105

Phone (860) 424-5661, Email: olga.coleman-williams@ct.gov

- by deleting section D.1.c. in its entirety and replacing it with the following:
 - In case of notice(s) to the Department regarding the scope of services: C.

Robert Zavoski, MD, MPH

Medical Director, Division of Health Services

Department of Social Services

55 Farmington Avenue

Hartford, CT 06105

Phone: (860) 424-5583, Email: Robert.Zavoski@ct.gov

William Halsey, Director

Integrated Care Unit Department of Social Services 55 Farmington Avenue Hartford, CT 06106

Phone: (860) 424-5077, Email: William. Halsey@ct.gov.

Laura Victoria Barrera, Program Representative

Managed Care, Division of Health Services
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105

Phone: (860) 424-4958, Email: <u>laura-victoria.barrera@ct.gov</u>

- 4. Section H., labeled FEDERAL REQUIREMENTS in the original contract is hereby amended as follows:
 - a. By renumbering section one (1)., as section two 2.
 - b. By supplementing, a new section 1 as follows:
 - 1. Federal Funding Accountability and Transparency Act (FFATA). To assist the Department with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA) the Contractor shall comply with the following provisions:
 - a. Upon Department request the Contractor shall submit FFATA-required data regarding all annual Federal funding awards greater than \$25,000 to the Department. Such data may include but not be limited to the names and total compensation of the Contractor's top five executives.
 - b. The Contractor shall register with the Federal System for Award Management (SAM) at https://www.sam.gov The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by the Department that its SAM status is not active, the Contractor shall update its SAM profile and complete the Department-issued Federal Funding Accountability and Transparency Act (FFATA) Contractor (Subawardee) Report] within five business days of such notification. The Contractor's failure to comply may impact future issuance of payments by the Department.
 - c. by inserting after section 2.b. the following section c.

Federal Contractor and Agreement Identification Numbers			
DUNS Number	077314268		
FEIN Number	060646755		
CFDA Number	93.767		

- 5. Section K., labeled BUDGET AND PAYMENT PROVISIONS, is hereby amended as follows:
 - a. by deleting in its entirety the section numbered 9.

- b. by inserting after section 8 the following new sections 9, 10, and 11:
 - 9. The Contractor shall submit Interim and Financial Reports to the Department, reporting the actual income and expenditures for each funded program, on forms provided by the Department.
 - 10. The Contractor will submit to the Department fiscal reports on the Department's provided forms on or before October 31, January 31, April 30, and July 31 of each year during the contract period. The final fiscal report shall be due within 60 days of the end of the contract period.
 - 11. The Contractor will submit such required financial reports, in the required format, to the Department's Program representative located at Department of Social Services, 55 Farmington Ave, Hartford, CT 06105.
- c. By renumbering section 10 as section 12.
- d. Section 12 is deleted in its entirety and is hereby amended and replaced with the following:
 - 12. Surplus/Excess Payments: When the Department's review of any financial report, final reconciliation or on-site examination of the Contractor's financial records indicate that under expenditure or under-utilization of contract funds has or is likely to occur, or in the event the Department has advanced funds to the Contractor or overpaid the Contractor, at the time that the under expenditure, or under-utilization is recognized by the Department, with advance notice to the Contractor the Department may demand the return to the Department any unexpended funds in full within 30 days; alter the payment schedule for the balance of the contract period; or authorize that the unexpended funds be carried over and used as part of a new contract period if a new similar contract is executed.
- 6. Section J, labeled FINANCIAL REPORTING REQUIREMENTS of the original contract and Amendments 1 through 4 (A1-A4) are supplemented to include the reporting schedules for SFY16 and SFY17 shall be as follows:

Financial Expenditure Report Submission Schedule for SFY16 & SFY17

For the Period:	Financial report must be submitted to the Department by:		
July 1 – September 30, 2015	November 15, 2015		
October 1 – December 31, 2015	February 15, 2016		
January 1 – March 31, 2016	May 15, 2016		
July 1, 2015 – June 30, 2016 (preliminary)	August 31, 2016		
July 1, 2015– June 30, 2016 (final)	October 15, 2016		
July 1 – September 30, 2016	November 15, 2016		
October 1 – December 31, 2016	February 15, 2017		
January 1 – March 31, 2017	May 15, 2017		
July 1, 2016 – June 30, 2017 (preliminary)	August 31, 2017		
July 1, 2016– June 30, 2017 (final)	October 15, 2017		

7. Section K, labeled BUDGET AND PAYMENT PROVISIONS, of the original contract and Amendments 1 through 4 (A1-A4) are supplemented to include the reporting schedules for SFY16 and SFY17 shall be as follows:

Schedule Of Payments For SFY16 & SFY17:

Department must receive programmatic & financial reports by:	On or after this date the Contractor shall request a payment:	The payment request shall be for the operation of the program through the period:	The maximum payment request shall be:	
15-May-15	1-Jun-15	July 1, 2015 – September 30, 2015		
15-Sep-15	1-Sep-15	October 1, 2015 – December 31, 2015	\$132,500	
15-Nov-15	1-Dec-15	January 1, 2016– March 31, 2016	\$132,500	
15-Feb-16	1-Mar-16	April 1, 2016 – June 30, 2016	\$132,500	
15-May-15	1-Jun-16	July 1, 2016– September 30, 2016	\$132,500	
15-Sep-15	1-Sep-16	October 1, 2016 – December 31, 2016	\$132,500	
15-Nov-15	1-Dec-16	January 1, 2017 – March 31, 2017	\$132,500	
15-Feb-16	1-Mar-17	April 1, 2017 – June 30, 2017	\$132,500	

- 8. Section K, labeled BUDGET AND PAYMENT PROVISIONS of the original contract and amendments 104 (A1-A4) are supplemented to include the budget for SFY 2016 and SFY 2017 and shall be as set forth on pages 2 and 3 of this amendment.
- 9. The Department and the Contractor will agree on a transition plan for HUSKY Plus Physical Program. The Department will engage the HUSKY Health's medical Administrative Service Organization (ASO), Community Health Network of Connecticut, the MMIS contractor (Hewlett Packard), or other ASOs and/or agents in completing the transition. The Contractor will cooperate and assist in the facilitation of the transition of program management from the Contractor, into the Department's HUSKY Health program.

PART III

FINANCIAL SUMMARY, SFY16

10.		
PROGRAM, CONTRACTOR NAME:	Connecticut Children's Medical Center, Husky Plus	
PROGRAM NUMBER:	09DSS1101F1/064CMC-HUS-04 Amendment 4	

	Contract Amount		F	Requested	Adjustments	Approved
-	For Amendments C)nlv				
	Previously Approved Contract					
	Amount of Amendment		\$	530,000		\$
ine #		Subcategory		ltem Total	Adjustments	Revised Tota
		(a)		(b)	(c)	(d)
1	UNIT RATE					
	1a. Bed Days					
	1b. Client Advocate					
	1c. Security Deposit					
	1d. Other Unit Rate Costs TOTAL UNIT RATE					
2	CONTRACTUAL SERVICES					
	2a. Accounting					
	2b. Legal					
	2c. Independent Audit					
	2d. Other Contractual Services					
	TOTAL CONTRACTUAL SERVICES					
3	ADMINISTRATION				= -	3
	3a. Admin. Salaries					
	3b. Admin. Fringe Benefits					
	3c. Admin. Overhead	Indirect Costs	\$	30,494.00		11
	TOTAL ADMINISTRATION	18.000%	\$	30,494.00		
4	DIRECT PROGRAM STAFF					-
	4a. Program Salaries	Salaries	\$	133,920		
	4b. Program Fringe Benefits	Fringe Benefits	\$	35,489		
	TOTAL DIRECT PROGRAM		\$	169,409		
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	OTHER COSTS					
	5a. Program Rent					
	5b. Consumable Supplies		-			_
	5c. Travel & Transportation 5d. Utilities					
	5e. Repairs & Maintenance					
	5f. Insurance					
	5g. Food & Related Costs					
	5h. Other Project Expenses	Pst, Clin Svcs	\$	330,097		
	TOTAL OTHER COSTS		\$	330,097		
6	EQUIPMENT				= - =	
7	PROGRAM INCOME					
	7a. Fees					
	7b. Other Income					
	TOTAL PROGRAM INCOME			· ·		
8	TOTAL NET PROGRAM COST	_ = =	\$	530,000	\$ -	\$
	(Sum of 1 through 6, minus Line 7)		1			

PART III

FINANCIAL SUMMARY, SFY17

Connecticut Children's Medical Center, Husky Plus PROGRAM, CONTRACTOR NAME: PROGRAM NUMBER: 09DSS1101F1/064CMC-HUS-04 Amendment 4 Requested Adjustments Approved **Contract Amount** For Amendments Only **Previously Approved Contract Amount Amount of Amendment** 530,000 \$ Line # Item Subcategory Line Item Total Adjustments Revised Total (a) (b) (c) (d) **UNIT RATE** 1a. Bed Days 1b. Client Advocate 1c. Security Deposit 1d. Other Unit Rate Costs TOTAL UNIT RATE CONTRACTUAL SERVICES 2a. Accounting 2b. Legal 2c. Independent Audit 2d. Other Contractual Services TOTAL CONTRACTUAL SERVICES **ADMINISTRATION** 3a. Admin. Salaries 3b. Admin. Fringe Benefits 3c. Admin. Overhead Indirect Costs 31,259.00 18.000% TOTAL ADMINISTRATION \$ 31,259.00 DIRECT PROGRAM STAFF Salaries \$ 137,280 4a. Program Salaries Fringe Benefits \$ 36,379 4b. Program Fringe Benefits TOTAL DIRECT PROGRAM \$ 173,659 OTHER COSTS 5a. Program Rent 5b. Consumable Supplies 5c. Travel & Transportation 5d. Utilities 5e. Repairs & Maintenance 5f. Insurance 5g. Food & Related Costs Pst, Clin Svcs 325,082 5h. Other Project Expenses TOTAL OTHER COSTS \$ 325.082 **EQUIPMENT** PROGRAM INCOME 7a Fees 7b. Other Income TOTAL PROGRAM INCOME TOTAL NET PROGRAM COST \$ 530,000 \$

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.

(Sum of 1 through 6, minus Line 7)

SIGNATURES AND APPROVALS

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The Contractor IS a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

Documentation necessary to demonstrate the authorization to sign must be attached.

CONTRACTOR - CONNECTICUT CHILDREN'S MEDICAL CENTER, INC.

Patrick Garvey, Senior Vice President and CFO

DEPARTMENT OF SOCIAL SERVICES

7/19/15

OFFICE OF THE ATTORNEY GENERAL

ASSOC. ATTY, GENERAL

ASSOC. ATTORNEY GENERAL (Approved as to form) ASST.//