

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

Contractor: WESTERN CONNECTICUT AREA AGENCY ON AGING, INC.
Contractor Address: 84 PROGRESS LANE, WATERBURY, CT 06705
Contract Number: 151WCA-MFP-02 / 12DSS7102CD
Amendment Number: A3
Amount as Amended: \$1,274,854.00
Contract Term as Amended: 07/01/12 - 06/30/18

The contract between **Western Connecticut Area Agency On Aging, 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 10/05/14, is hereby further amended as follows:

1. The funding of the contract is increased in the amount of \$600,000.00 and the total contract award is changed from \$674,854.00 to \$1,274,854.00.
2. The term of the contract is extended for an additional thirty six (36) months and the end date of the contract is changed from 06/30/15 to 06/30/18.
3. The Dun & Bradstreet (DUNS) number assigned to Western Connecticut Area Agency On Aging, Inc. is: 825090897.
4. The address for the Department of Social Services on the cover sheet of the original contract is amended as follows:
Department of Social Services
55 Farmington Avenue
Hartford, CT 06106
5. **Amendments to Part I, Section A., labeled DESCRIPTION OF MFP SERVICES.** Section A. in the original contract is supplemented to include a new subsection 15, as follows:
 15. **COMMUNITY FIRST CHOICE (CFC) PROVISIONS**
 - a. Background: The Community First Choice Program is authorized under the Affordable Care Act of 2010 which establishes a new State option to provide home and community based attendant services and supports, or services that off-set the need for attendant services to Medicaid participants at institutional level of care.

To receive CFC services and supports under this section, an individual must be eligible for medical assistance under the State plan and must be in an eligibility group that includes Nursing Facility services

or must have income below 150% of the Federal Poverty Level (FPL) if they are in a eligibility group that does not include Nursing Facility services.

Individuals who are receiving medical assistance under the special home and community-based waiver eligibility group defined at section 1902(a)(10)(A)(ii)(VI) of the Act must continue to meet all 1915(c) requirements and must receive at least one home and community-based waiver service per month. Individuals receiving services through CFC will not be precluded from receiving other home and community-based long-term care services and supports through the Medicaid State plan, waiver, grant or demonstration but will not be allowed to receive duplicative services as between CFC and any other available source of Medicaid coverage for home and community-based services.

b. The Contract shall provide services to participants served under the Department's Community First Choice Program as described, as follows:

1. Case Management and Quality Management Services: The Contract shall provide to individuals referred to them by the Department at a rate mutually negotiated with the Department.
 - i. Case Management-Case Management activities shall include assessments, status reviews, engagement services, quality management services, and the development of care plans according to policies and procedures established by the Department.
 - ii. Person Centered Service Plan- The Contractor shall utilized a person-centered service plan that is based on an assessment of functional need and allows for the provision of services to be self-directed under either an agency provider model, a self-directed model with service budget, or other service delivery model defined and approved by the Department.
 - iii. Case Managers will attend all mandatory trainings at the request of the Department.
 - iv. Case Managers shall maintain assessment data on the state's web based assessment system within the policies and standards established by the state.
 - v. Case Managers shall ensure that critical incidents, case notes and other data defined by the Department is entered into the MFP web-based reporting system within the standards of timeliness established by the Department.
2. Training Requirements and Expenses: The Contractor shall receive a payment for training costs associated with the transition to the state's new assessment system in an amount not to exceed \$1,000 or as otherwise negotiated with the Department.
 - i. The State shall provide training to Contractor's training staff to ensure accurate coding of assessment data.
 - ii. The Contractor's training staff shall provide training to Case Manager's and ensure accurate coding of assessment data according to the protocols established by the state.
 - iii. The Contractor, may upon approval of the Department, enter into agreement with Consultants for the provision of additional technical assistance and training related to the assessment.
3. Equipment Provisions: The Contractor shall utilize an amount not to exceed \$5,000 or as otherwise negotiated with the Department to purchase two (2) laptop computers with cases and applications to be selected by the Department to be utilized by Case Managers providing services under CFC and MFP.

- i. The Contractor shall also purchase access to wireless internet services. The Contractor must be in continual compliance with the DAS BEST STTE Security Policies as amended from time to time on the website <http://www.ct.gov/best/site/default.asp>.
 - ii. Such funding is restricted to the items listed in this section and may not be expended for any other purpose.
4. Key Personnel: The Contractor shall submit to the Department the names of key staff providing services under MFP, NFTP and CFC. Key staff include supervisors, transition coordinators, housing coordinators, and case managers.
- i. Listing of designated key personnel must be provided to the DSS program representative and the DSS contract program representative within thirty (30) days of execution of this agreement. The complete listing of key personnel will be attached to this agreement as exhibit A.
 - ii. Any subsequent changes to key personnel shall be communicated to the Department, in writing, with a copy sent to both the program and contract representatives.

6. **Amendments to Part I, Section E., labeled FEDERAL REQUIREMENTS.** Section E. in the original contract is supplemented to include a new subsection 3, as follows:

3. 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.

7. **Amendments to Part I, Section J. labeled NOTICES.** Section J., in the original contract is hereby amended by deleting sub-sections b. and c. in their entirety and replacing them with the following:

- b. In case of notice(s) to the Department regarding this contract

Olga Coleman-Williams
 Contract Administration Unit
 Department of Social Services
 55 Farmington Avenue
 Hartford, CT 06105
 (860) 424-5661, or olga.coleman-williams@ct.gov

- c. In case of notice(s) to the Department regarding this contract:

Dawn Lambert
 Money Follows the Person Program
 Division of Health Services
 Department of Social Services
 55 Farmington Avenue

8. **Amendments to Part I, Section L., labeled FINANCIAL REPORTING REQUIREMENTS.** Section L. is hereby amended as follows:

- a. by replacing in subsection 1, “September 30, 2015” with “September 30, 2018” in the original contract and Amendment One (A1) and Amendment Two (A2).
- b. by supplementing in subsection 4, in A2 the following Revised Reporting Period and Submission Due Dates schedule as follows:

Reporting Period	Submission Due Date
July 1, 2015 – October 31, 2015	November 30, 2015
November 1, 2015 – February 28, 2016	March 31, 2016
March 1, 2016 – June 30, 2016	September 30, 2016
Reporting Period	Submission Due Date
July 1, 2016 – October 31, 2016	November 30, 2016
November 1, 2016 – February 28, 2017	March 31, 2017
March 1, 2017 – June 30, 2017	September 30, 2017
Reporting Period	Submission Due Date
July 1, 2017 – October 31, 2017	November 30, 2018
November 1, 2017 – February 28, 2018	March 31, 2018
March 1, 2018 – June 30, 2018	September 30, 2018

9. **Amendments to Part I, Section M., labeled PAYMENT PROVISIONS.** Section M. is hereby amended as follows.

- a. by supplementing in subsection 1., in A2, the not to exceed provisions for the period of July 1, 2015 through June 30, 2018 as follows:
 - 1. The Department shall pay the Contractor for services rendered in accordance with terms of this contract up to a maximum amount not to exceed \$1,274,854.00 for the contract period of July 1, 2012 through June 30, 2018.
- b. by supplementing in subsection 4., in A2, the Revised Payment Schedule for SFY 16, SFY 17, and SFY18, as follows:

SFY 16

	Annual	Signed Contract	Period 2 10/31/2015	Period 3 1/31/2016
MFP (includes housing)	\$165,000	\$55,000	\$55,000	\$55,000
NFT	\$33,000	\$11,000	\$11,000	\$11,000
CFC	Training	\$1,000	\$2,000	\$2,000
	Laptops	\$5,000		
	Total	\$6,000		
Total	\$204,000	\$68,000	\$68,000	\$68,000

SFY 17

	Annual	Signed Contract	Period 2 10/31/2015	Period 3 1/31/2016
MFP (includes housing)	\$165,000	\$55,000	\$55,000	\$55,000
NFT	\$33,000	\$11,000	\$11,000	\$11,000
Total	\$198,000	\$66,000	\$66,000	\$66,000

	Annual	Signed Contract	Period 2 10/31/2015	Period 3 1/31/2016
MFP (includes housing)	\$165,000	\$55,000	\$55,000	\$55,000
NFT	\$33,000	\$11,000	\$11,000	\$11,000
Total	\$198,000	\$66,000	\$66,000	\$66,000

c. by supplementing in the original contract the new subsection 10, as follows:

10. 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.

a. 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.

b. The Contractor will submit such required financial reports to the Department's Program representative located at Department of Social Services, Social Work Services, 55 Farmington Ave, Hartford, CT 06105.

10. **Amendments to Part I, Section M, labeled BUDGET PROVISIONS.** Section M is hereby amended in the A2 by supplementing the budgets for the period between July 1, 2015 to June 30, 2018 as follows:

a. The Budget for SFY 16 is designated as **APPROVED** and included in the Uniform Chart of Accounts as follows (UCOA).

Effective Date: <u>5/15/2015</u>			
CONTRACT NUMBER: <u>12DSS7102CD</u>			
CONTRACT PERIOD: <u>07/01/2012 through 06/30/2018</u>			
ST FISCAL YR (SFY): <u>2016</u>			
PROVIDER: <u>Western Connecticut Area Agency on Aging</u>			
Approved by: <u>martinken</u>			
4000 INCOME		MFP	Total Income
	Program Funding Period:	<u>07/01/2015 through 06/30/2016</u>	
4100 CONTRACT FUNDING	SID	\$ 204,000	\$ 204,000
4101 State Funds	10020	\$ 198,000	\$ 198,000
4101 State Funds	22667	\$ 5,400	\$ 5,400
4101 State Funds	43526	\$ 600	\$ 600
TOTAL INCOME		\$ 204,000	\$ 204,000
5000 DIRECT EXPENSES		MFP	Total Expenses
5100 SALARIES		\$ 129,288	\$ 129,288
5101 Staff Salaries & Wages		\$ 129,288	\$ 129,288
5200 FRINGE BENEFITS		\$ 32,206	\$ 32,206
5400 TRANSPORTATION		\$ 6,452	\$ 6,452
5401 Staff Travel Reimbursement		\$ 6,452	\$ 6,452
5500 MATERIALS AND SUPPLIES		\$ 9,257	\$ 9,257
5503 Equipment (Less than \$5,000)		\$ 6,000	\$ 6,000
5504 Other Mtrls and Sppls (specify in narrative)		\$ 3,257	\$ 3,257
5800 OTHER EXPENSES		\$ 8,197	\$ 8,197
5806 Other (specify in narrative)		\$ 8,197	\$ 8,197
TOTAL DIRECT EXPENSES		\$ 185,400	\$ 185,400
7000 INDIRECT EXPENSES		MFP	Total Expenses
7100 ADMINISTRATIVE & GENERAL		\$ 18,600	\$ 18,600
7111 Staff Salaries & Wages		\$ 15,000	\$ 15,000
7120 Fringe Benefits		\$ 3,600	\$ 3,600
TOTAL INDIRECT EXPENSES		\$ 18,600	\$ 18,600
TOTAL EXPENSES		\$ 204,000	\$ 204,000
INCOME/EXPENSE SUMMARY		MFP	Total
TOTAL INCOME		\$ 204,000	\$ 204,000
TOTAL EXPENSES		\$ 204,000	\$ 204,000
EXCESS/(SHORTAGE)		\$ -	\$ -

- b. The budget allocations for SFY 17 and SFY 18 are designated as **PRELIMINARY**. The budgets will be “Approved” once submitted, and accepted in the UCOA. Once accepted in the UCOA, those budgets will be deemed approved and part of this agreement, as follows.

SFY 17

Contractual Services	NFTP State Funds	MFP	Housing	TOTAL
Personnel Supervisor Salary	\$5,000	\$5,000	\$5,000	\$15,000
Personnel Salaries	\$18,911	\$64,028	\$46,350	\$129,289
Fringe	\$5,133	\$16,475	\$14,198	\$35,806
Travel	\$3,000	\$3,000	\$452	\$6,452
Supplies	\$256	\$3,000	\$0	\$3,256
Equipment	\$0	\$0	\$0	\$0
Other	\$700	\$7,497	\$0	\$8,197
Total Direct	\$33,000	\$99,000	\$66,000	\$198,000
Indirect	\$0	\$0	\$0	\$0
In Kind	\$0	\$0	\$0	\$0
Grand Total	\$33,000	\$99,000	\$66,000	\$198,000

SFY 18

Contractual Services	NFTP State Funds	MFP	Housing	TOTAL
Personnel Supervisor Salary	\$5,000	\$5,000	\$5,000	\$15,000
Personnel Salaries	\$18,911	\$64,028	\$46,350	\$129,289
Fringe	\$5,133	\$16,475	\$14,198	\$35,806
Travel	\$3,000	\$3,000	\$452	\$6,452
Supplies	\$256	\$3,000	\$0	\$3,256
Equipment	\$0	\$0	\$0	\$0
Other	\$700	\$7,497	\$0	\$8,197
Total Direct	\$33,000	\$99,000	\$66,000	\$198,000
Indirect	\$0	\$0	\$0	\$0
In Kind	\$0	\$0	\$0	\$0
Grand Total	\$33,000	\$99,000	\$66,000	\$198,000

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.

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.

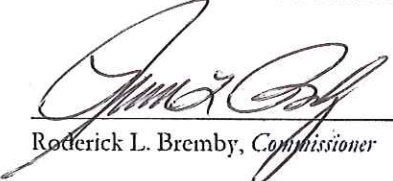
CONTRACTOR – WESTERN CONNECTICUT AREA AGENCY ON AGING, INC.



Patrick Bria
President

6, 29, 15
Date

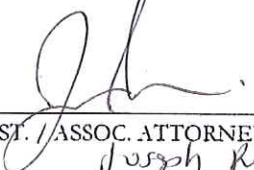
DEPARTMENT OF SOCIAL SERVICES



Roderick L. Bremby, *Commissioner*

6, 30, 15
Date

OFFICE OF THE ATTORNEY GENERAL



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

ASSOC. ATTY. GENERAL

7, 14, 15
Date