

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: 09DSS1101FI / 064CMC-HUS-03
Amendment Number: A6
Amount as Amended: \$4,243,403.00
Contract Term as Amended: 7/1/2009 to 10/31/2017

The contract between **Connecticut Children's Medical Center, Inc.** ("Contractor") and the Connecticut Department of Social Services ("Department"), which was last executed by the parties and approved by the Office of the Attorney General on 7/16/2014 and amended on 7/23/2010, 6/27/2011, 2/13/2013, 7/16/2014 and 7/14/2015 (the Contract) is hereby further amended as follows:

1. The term of the contract is extended for an additional four (4) months and the end date of the contract is changed from 6/30/17 to 10/31/17. The total maximum amount under this contract shall remain at the same level of \$4,243,403.00.
2. For the period 7/1/2017 through 10/31/2017:
 - a) The Contractor's obligation shall be limited to the payment, record keeping, reporting and other transition obligations specifically set forth in this Amendment.
 - b) Program and Financial reports as set forth in Amendment 5 shall remain unchanged and are stated below:

For the Period:	Financial report must be submitted to the Department by:
July 1, 2016 – June 30, 2017 (preliminary)	August 31, 2017
July 1, 2016– June 30, 2017 (final)	October 15, 2017

- c) The Contractor shall make reasonable effort to ensure that providers request reimbursement as soon as possible during the term of this amendment. The Contractor will continue to timely process providers' Requests for Reimbursement in accordance with the Service Authorization Protocol, and no later than 60 days within receipt of the request for reimbursement. The Contractor will be responsible for payment of providers' requests that are submitted within this time frame, but shall not be responsible for any reimbursement to providers for services

authorized after 6/30/17. The Department shall not be responsible for the reimbursement of any provider for HUSKY Plus services authorized on or before 6/30/17.

3. Pursuant to Part I, Sec. M.7.b of the Contract, the Contractor shall continue to assist with and facilitate an orderly transfer of the contracted activities, including any necessary transfers of client and administrative records. The Department and the Contractor will adhere to their respective records retention schedules and HIPAA requirements.
 - a) The Contractor will return to the Department the original HUSKY Plus paper records in a manner mutually agreed upon with all parties. The records for children who are receiving services as of 6/30/17 will be segregated and the Department will transfer those records to the new HUSKY Plus contractor in a manner mutually agreed upon with all parties.
 - b) The Contractor shall keep all original HUSKY Plus electronic records for three (3) years after the end of the contract or until 10/31/2020. On or about 10/31/2020, the Contractor and Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity.

In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

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


SIGNATURES AND APPROVALS

09DSS1101FI/064CMC-HUS-03 A6

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

CONTRACTOR

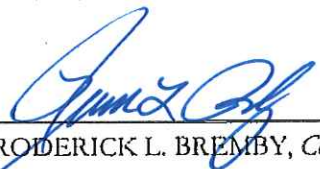
Connecticut Children's Medical Center, Inc.



Patrick Garvey, Senior Vice President and CFO
ANN TAYLOR, EVP & CFO

6/30/2017
Date

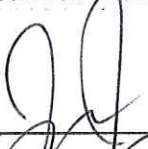
DEPARTMENT OF SOCIAL SERVICES



RODERICK L. BREMBY, *Commissioner*

6/30/17
Date

OFFICE OF THE ATTORNEY GENERAL



~~ASST-~~ / ASSOC. ATTORNEY GENERAL (*Approved as to form*)
Joseph Rubin

7/14/17
Date



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)

 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

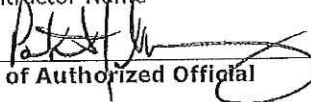
<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
1/1/2011	Ann Taylor	Senate Republican Majority Committee	\$100	--
1/4/2011	Martin Gavin	Senate Democrats Victory PAC	\$100	--
9/27/2013	Ann Taylor	CT Democratic Central Committee Federal Account	\$1,000	--
10/8/2013	Martin Gavin	CT Democratic Central Committee Federal Account	\$2,500	--

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


Patrick Garvey
Senior Vice President &
Chief Financial Officer

Connecticut Children's Medical Center
Printed Contractor Name

Printed Name of Authorized Official


Signature of Authorized Official

Subscribed and acknowledged before me this 26th day of May, 2017


Commissioner of the Superior Court (or Notary Public)

n/a
My Commission Expires



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.		
Printed Name of Bidder or Contractor	Signature of Principal or Key Personnel	Date
Patrick Garvey Senior Vice President & Chief Financial Officer		6/30/17
Printed Name (of above)		Awarding State Agency

Sworn and subscribed before me on this 30th day of June, 2017.

Commissioner of the Superior Court
or Notary Public

JMS #438250
My Commission Expires



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: Initial Certification.
 Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and It is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Patrick Garvey
Printed Respondent Name

Patrick Garvey
Printed Name Senior Vice President & Chief Financial Officer

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 30th day of June, 2017.

[Signature]
Commissioner of the Superior Court (or Notary Public)

JMS# 438250
My Commission Expires



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION -- Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am Patrick Garvey Senior Vice President & Chief Financial Officer of Connecticut Children's Medical Center, an entity Signatory's Title Name of Entity
duly formed and existing under the laws of Connecticut. Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of Connecticut Children's Medical Center and that _____ Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Patrick Garvey
Authorized Signatory
Patrick Garvey
Printed Name
Patrick Garvey
Senior Vice President &
Chief Financial Officer

Sworn and subscribed to before me on this 30th day of June, 2017.

[Signature]
Commissioner of the Superior Court/
Notary Public

JUN #438250
Commission Expiration Date