

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

Contractor: SOUTHWESTERN CONNECTICUT AGENCY ON AGING, INC.
Contractor Address: 10 MIDDLE STREET, BRIDGEPORT, CT 06604
Contract Number: 015SWA-MFP-02 / 12DSS7101XX
Amendment Number: A3
Amount as Amended: \$3,103,964.00
Contract Term as Amended: 07/01/12 - 06/30/18

The contract between **Southwestern Connecticut 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 07/31/14, is hereby further amended as follows:

1. The total maximum amount payable under this contract is increased by \$1,797,000.00 from \$1,306,964.00 to \$3,103,964.00.
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 Southwestern Connecticut Agency On Aging, Inc. is: 162236954.
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 state.**
 - 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 procedures mutually negotiated with 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 mutually negotiated with the state.
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 \$2,500.
 - 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 \$12,500 to purchase five (5) 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 STATE 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 D., labeled FEDERAL REQUIREMENTS.** Section D. 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 \$3,103,964.00 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 Amendment | Period 2 10/31/2015 | Period 3 1/31/2016 |
|--------------|--|------------------|------------------------|-----------------------|
| MFP | \$561,000 | \$187,000 | \$187,000 | \$187,000 |
| NFT | \$33,000 | \$11,000 | \$11,000 | \$11,000 |
| CFC | Training \$2,500 Laptops \$12,500 CFC Total \$15,000 | \$5,000 | \$5,000 | \$5,000 |
| Total | \$609,000 | \$203,000 | \$203,000 | \$203,000 |

SFY 17

| | Annual | Signed Amendment | Period 2 10/31/2016 | Period 3 1/31/2017 |
|--------------|------------------|------------------|------------------------|-----------------------|
| MFP | \$561,000 | \$187,000 | \$187,000 | \$187,000 |
| NFT | \$33,000 | \$11,000 | \$11,000 | \$11,000 |
| Total | \$594,000 | \$198,000 | \$198,000 | \$198,000 |

SFY 18

| | Annual | Signed Amendment | Period 2 10/31/2017 | Period 3 1/31/2018 |
|--------------|------------------|------------------|------------------------|-----------------------|
| MFP | \$561,000 | \$187,000 | \$187,000 | \$187,000 |
| NFT | \$33,000 | \$11,000 | \$11,000 | \$11,000 |
| Total | \$594,000 | \$198,000 | \$198,000 | \$198,000 |

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: 5/28/2015 | | | | |
|---|--------------------------------------|-------------------|---------------|-------------------|
| CONTRACT NUMBER: 12DSS7101XX | | | | |
| CONTRACT PERIOD: 07/01/2012 through 06/30/2018 | | | | |
| ST FISCAL YR (SFY): 2016 | | | | |
| PROVIDER: SOUTHWESTERN CONNECTICUT AGENCY C | | | | |
| Approved by: martinken | | | | |
| 4000 INCOME | MFP | | | |
| | | Contract Total | Other Funding | Total Income |
| | Program Funding Period: | | | |
| | 07/01/2015 through 06/30/2016 | | | |
| 5304 Other Contractual (specify in narrative) | \$ 198,000 | \$ 198,000 | \$ - | \$ 198,000 |
| 5400 TRANSPORTATION | \$ 19,750 | \$ 19,750 | \$ - | \$ 19,750 |
| 5401 Staff Travel Reimbursement | \$ 19,750 | \$ 19,750 | \$ - | \$ 19,750 |
| 5500 MATERIALS AND SUPPLIES | \$ 10,000 | \$ 10,000 | \$ - | \$ 10,000 |
| 5503 Equipment (Less than \$5,000) | \$ 10,000 | \$ 10,000 | \$ - | \$ 10,000 |
| 5600 FACILITIES | \$ 24,000 | \$ 24,000 | \$ - | \$ 24,000 |
| 5601 Rent and Real Estate Taxes | \$ 24,000 | \$ 24,000 | \$ - | \$ 24,000 |
| 5800 OTHER EXPENSES | \$ 5,707 | \$ 5,707 | \$ - | \$ 5,707 |
| 5806 Other (specify in narrative) | \$ 5,707 | \$ 5,707 | \$ - | \$ 5,707 |
| TOTAL DIRECT EXPENSES | \$ 581,462 | \$ 581,462 | \$ - | \$ 581,462 |
| 7000 INDIRECT EXPENSES | MFP | Contract Total | | Total Expenses |
| 7100 ADMINISTRATIVE & GENERAL | \$ 27,538 | \$ 27,538 | \$ - | \$ 27,538 |
| 7111 Staff Salaries & Wages | \$ 20,862 | \$ 20,862 | \$ - | \$ 20,862 |
| 7120 Fringe Benefits | \$ 6,676 | \$ 6,676 | \$ - | \$ 6,676 |
| TOTAL INDIRECT EXPENSES | \$ 27,538 | \$ 27,538 | \$ - | \$ 27,538 |
| TOTAL EXPENSES | \$ 609,000 | \$ 609,000 | \$ - | \$ 609,000 |
| INCOME/EXPENSE SUMMARY | MFP | Contract Total | | Total |
| TOTAL INCOME | \$ 609,000 | \$ 609,000 | \$ - | \$ 609,000 |
| TOTAL EXPENSES | \$ 609,000 | \$ 609,000 | \$ - | \$ 609,000 |
| 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 2017

| Contractual Services: | NFTP State Funds | MFP TC | MFP Housing | TOTAL |
|--------------------------------|-------------------------|------------------|--------------------|------------------|
| Personnel Supervisor Salary | \$2,530 | \$25,582 | | \$28,112 |
| Personnel Salaries | \$20,345 | \$233,965 | | \$254,310 |
| Fringe | \$6,176 | \$70,078 | | \$76,254 |
| Travel | \$1,380 | \$15,870 | | \$17,250 |
| Rent & Occupancy | \$1,920 | \$22,080 | | \$24,000 |
| Telephone & Internet | \$850 | \$9,400 | | \$10,250 |
| Supplies | \$224 | \$2,461 | | \$2,685 |
| Postage & Printing | \$231 | \$2,536 | | \$2,767 |
| Equipment | | | | |
| Other: Subcontract to FSW | | | \$195,000 | \$195,000 |
| Other: Contract Administration | | | \$3000 | \$3,000 |
| Other | \$0 | \$0 | | \$0 |
| Other: Advance | | \$0 | | \$0 |
| Total Direct | \$33,6560 | \$381,972 | \$198,000 | \$613,628 |
| Indirect | \$2,356 | \$26,738 | | \$29,094 |
| In Kind | (\$3,012) | (\$45,710) | | (\$48,722) |
| Return of Advance | | | | |
| Grand Total | \$33,000 | \$363,000 | | \$594,000 |
| Vacancy Savings Period 1 | \$0 | \$0 | | \$0 |
| NET TOTAL | \$33,000 | \$363,000 | 198,000 | \$594,000 |

SFY 2018

| Contractual Services: | NFTP State Funds | MFP TC | MFP Housing | TOTAL |
|--------------------------------|-------------------------|------------------|--------------------|------------------|
| Personnel Supervisor Salary | \$2,530 | \$25,582 | | \$28,112 |
| Personnel Salaries | \$20,345 | \$233,965 | | \$254,310 |
| Fringe | \$6,176 | \$70,078 | | \$76,254 |
| Travel | \$1,380 | \$15,870 | | \$17,250 |
| Rent & Occupancy | \$1,920 | \$22,080 | | \$24,000 |
| Telephone & Internet | \$850 | \$9,400 | | \$10,250 |
| Supplies | \$224 | \$2,461 | | \$2,685 |
| Postage & Printing | \$231 | \$2,536 | | \$2,767 |
| Equipment | | | | |
| Other: Subcontract to FSW | | | \$195,000 | \$195,000 |
| Other: Contract Administration | | | \$3000 | \$3,000 |
| Other | \$0 | \$0 | | \$0 |
| Other: Advance | | \$0 | | \$0 |
| Total Direct | \$33,6560 | \$381,972 | \$198,000 | \$613,628 |
| Indirect | \$2,356 | \$26,738 | | \$29,094 |
| In Kind | (\$3,012) | (\$45,710) | | (\$48,722) |
| Return of Advance | | | | |
| Grand Total | \$33,000 | \$363,000 | | \$594,000 |
| Vacancy Savings Period 1 | \$0 | \$0 | | \$0 |
| NET TOTAL | \$33,000 | \$363,000 | 198,000 | \$594,000 |

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.

THIS PORTION OF THE
PAGE LEFT
INTENTIONNALLY
BLANK


SIGNATURES AND APPROVALS

015SWA-MFP-02/12DSS7101XX A3

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 – SOUTHWESTERN CONNECTICUT AGENCY ON AGING, INC.



Marie L. Allen
Executive Director

6/29/15
Date

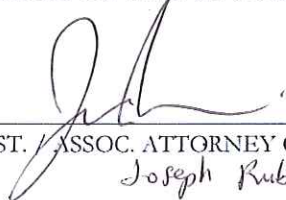
DEPARTMENT OF SOCIAL SERVICES



Roderick L. Bremby, *Commissioner*

6/30/2015
Date

OFFICE OF THE ATTORNEY GENERAL



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

ASSOC. ATTY. GENERAL

7/14/15
Date