



**Department of Public Health
Contracts & Grants Management Section**
PO Box 340308, 410 Capitol Ave.
Hartford, CT 06134-0308
Telephone: (860) 509-7704 FAX: (860) 509-8210

May 15, 2014

Elizabeth Schlaff, Risk Manager/General Counsel
The Hospital of Central Connecticut at New Britain General and Bradley Memorial
New Britain General Campus
100 Grand Street
New Britain, CT 06050

Re: DPH Contract Log #2012-0174-3
Contract for: ACA-HV Program
Contract Period: December 1, 2011 - September 30, 2016
Award Maximum: \$1,728,766.00

Dear Ms. Schlaff:

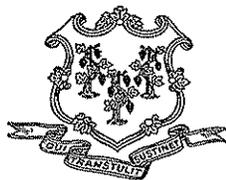
Enclosed is a copy of the fully executed Contract Amendment listed above. Please forward copies of the fully executed Contract to the appropriate financial and programmatic staff in your agency. If you have contract questions regarding this Amendment please contact me at (860) 509-7704. Programmatic questions should be directed to Douglas Yeager at (860) 509-8163.

Sincerely,

A handwritten signature in cursive script that reads "Aleana Johnson".

Aleana Johnson
Health Program Associate

cc: Douglas Yeager



State of Connecticut
 Department of Public Health
 Contract Amendment

**FULLY
 EXECUTED**

Contract No.: #2012-0174
Amendment No.: #2012-0174-3
Term of Contract: 12/01/2011 - 09/30/2016

The Contract between The Hospital of Central Connecticut at New Britain General and Bradley Memorial (the Contractor) and the Department of Public Health (the Department) which was executed by the parties on February 21, 2012 and subsequently amended on February 5, 2013 and July 2, 2013 is hereby further amended as follows:

1. Funding provided to the Contractor under this Contract in Funding Period Two for Federal Fiscal Year 2012 will be increased by the amount of **\$128,766**. Funds provided by this Amendment will be used to increase the number of home visits in the existing Parents As Teachers (PAT) Home Visiting Program as well as increasing the number of community group meetings, activities, training and referrals to be a PAT affiliate program with the Department.
2. The funding for Funding Period One remains unchanged at \$275,000. The funding for Funding Period Two is increased from \$525,000 to \$653,766. The funding for Funding Period Three remains unchanged at \$525,000. The funding for Funding Period Four remains unchanged at \$275,000. The total amount payable under this Contract, as hereby amended, is increased from \$1,600,000 and shall not exceed **\$1,728,766**.
3. The Budget for Funding Period Two of this Contract is hereby deleted and replaced with the Amended Budget for Funding Period Two on page 4 of this Amendment.
4. The reporting schedules for Funding Periods Two through Four of the previously amended contract are hereby deleted and replaced with the following:

Funding Period Two

22402ACA: 10/1/2012 - 09/29/2014

| REPORTING PERIOD | REPORTS DUE BY |
|-------------------------|-------------------|
| October through January | February 28, 2013 |
| February through May | June 30, 2013 |
| June through September | October 31, 2013 |
| October through January | February 28, 2014 |
| February through May | June 15, 2014 |
| June through September | October 15, 2014 |

22521MIE: 10/1/2012 - 09/30/2014

| REPORTING PERIOD | REPORTS DUE BY |
|-------------------------|-------------------|
| October through January | February 28, 2013 |
| February through May | June 30, 2013 |
| June through September | October 31, 2013 |
| October through January | February 28, 2014 |
| February through May | June 15, 2014 |
| June through September | October 15, 2014 |

Funding Period Three

22402ACA: 09/30/2014 - 09/29/2015

| REPORTING PERIOD | REPORTS DUE BY |
|----------------------------|------------------|
| September through December | January 15, 2015 |
| January through March | April 15, 2015 |
| April through June | July 15, 2015 |
| July through September | October 15 2015 |

22521MIE: 10/1/2014 - 09/30/2015

| REPORTING PERIOD | REPORTS DUE BY |
|--------------------------|------------------|
| October through December | January 15, 2015 |
| January through March | April 15, 2015 |
| April through June | July 15, 2015 |
| July through September | October 15 2015 |

Funding Period Four

22521MIE: 10/1/2015 - 09/30/2016

| REPORTING PERIOD | REPORTS DUE BY |
|--------------------------|------------------|
| October through December | January 15, 2016 |
| January through March | April 15, 2016 |
| April through June | July 15, 2016 |
| July through September | October 15 2016 |

5. The payment schedule for Funding Period Two of the previously amended Contract is deleted and replaced by the following:

Funding Period Two: 10/01/2012 - 09/30/2014

| Payment # | Max. Amount | Payment Condition | Not Before: |
|-----------|-------------|--|------------------|
| 7 | \$43,751 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 10/1/2012 – 11/30/2012. | October 1, 2012 |
| 8 | \$43,751 | Upon receipt and approval by the Department of final reports and any refund due to the Department from the previous Contract Funding Period, and receipt and approval of the Cash Needs Statement for period covering 12/1/2012 – 1/31/2013. | December 1, 2012 |
| 9 | \$43,751 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 2/1/2013 – 3/31/2013. | February 1, 2013 |
| 10 | \$43,751 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 4/1/2013 – 5/31/2013, and the 1st progress and expenditure reports from the current Contract Funding Period. | April 1, 2013 |
| 11 | \$43,751 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 6/1/2013 – 7/31/2013. | June 1, 2013 |
| 12 | \$43,751 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 8/1/2013 – 9/30/2013, and the 2nd progress and expenditure reports from the current Contract Funding Period. | August 1, 2013 |
| 13 | \$43,751 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 10/1/2013 – 11/30/2013. | October 1, 2013 |

| | | | |
|----|-----------|--|------------------|
| 14 | \$43,751 | Upon receipt and approval by the Department to the Cash Needs Statement for period covering 12/1/2013 – 1/31/2014, and the 3rd progress and expenditure reports from the current Contract Funding Period. | December 1, 2013 |
| 15 | \$43,751 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 2/1/2014 – 3/31/2014. | February 1, 2014 |
| 16 | \$43,751 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 4/1/2014 – 5/31/2014, and the 4th progress and expenditure reports from the current Contract Funding Period. | April 1, 2014 |
| 17 | \$128,766 | Upon full execution of contract amendment #3 | May 1, 2014 |
| 18 | \$43,751 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 6/1/2014 – 7/31/2014. | June 1, 2014 |
| 19 | \$43,739 | Upon receipt and approval by the Department of the Cash Needs Statement for period covering 8/1/2014 – 9/30/2014, and the 5th progress and expenditure reports from the current Contract Funding Period. | August 1, 2014 |

6. Payment shall be made by the Department according to the Contract payment schedule upon receipt of satisfactorily completed services and deliverables and the Department's review and approval of properly executed invoices. The Department reserves the right to reduce payments and withhold funding for any program, or site in a consolidated contract, for which the Contractor:
- has not submitted required reports or audits, or
 - has submitted reports that have not received Department approval, or
 - has submitted reports that do not support the need for full payment.

Cash Management System

This Contract involves Federal grant funds or is being managed in accordance with the Department's Cash Management System and therefore payments under this Contract shall be subject to Federal cash management standards, as follows:

- The Department, as grantee of such funds, shall monitor cash draw-downs by respective subgrantees (the "Contractor") to minimize the time elapsing between the transfer of funds and the subsequent disbursement of such funds;
- Subgrantees (the "Contractor") shall submit to DPH the PH111 BiMonthly Cash Management Report form in addition to any contractually-required expenditure and/or cash needs reports.
- Any payment made from such federal grant funds under this Contract may be reduced if cash needs documentation provided by the subgrantee (the "Contractor") supports such a reduction in payment amount.

The Department shall provide the Contractor with written notice of any payments that are reduced or withheld under this Section.

- All provisions of this Contract, as hereby and previously amended, except those provisions specifically changed by this or prior amendments shall remain in full force and effect.
- Amended Section B – Budget:**

Funding Period Two

Budget Period: October 1, 2012 – September 29, 2014

| Program: | ACA-HV | Total |
|---|------------------|------------------|
| Fund: | 22402 | |
| | | |
| 1. Salaries & Wages | \$190,081 | \$190,081 |
| 2. Fringe Benefits | 53,223 | 53,223 |
| 3. Travel | 2,156 | 2,156 |
| 4. Program Supplies – diapers, strollers, household needs | 4,540 | 4,540 |
| Total | \$250,000 | \$250,000 |

Funding Period Two

Budget Period: October 1, 2012 – September 30, 2014

| Program: | MIECHV | Total |
|---------------------|------------------|------------------|
| Fund: | 22521 | |
| | | |
| 1. Salaries & Wages | \$305,398 | \$305,398 |
| 2. Fringe Benefits | 83,496 | 83,496 |
| 3. Travel | 2,525 | 2,525 |
| 4. Training | 7,180 | 7,180 |
| 5. Other Expenses: | | |
| a. Affiliate fee | 3,500 | 3,500 |
| b. Program supplies | 1,667 | 1,667 |
| Total | \$403,766 | \$403,766 |

The remainder of this page is left blank intentionally

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

[] Original Contract: #2012-0174
[X] Amendment # 3
(For Internal Use Only)

The Contractor herein IS NOT a Business Associate under HIPAA*:

ACCEPTANCES AND APPROVALS:

By the Contractor:

The Hospital of Central Connecticut at New Britain General and Bradley Memorial
Contractor (Corporate/Legal Name of Contractor)


Signature (Authorized Official) 5/5/14
Date

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

Lucille Janatka President
(Typed Name of Authorized Official) (Title)

By the Department:

Department of Public Health
(Department Name)


Signature (Authorized Official) 5/14/2014
Date

Jewel Mullen, M.D., M.P.H., M.P.A. Commissioner
(Typed Name of Authorized Official) Title

By the Office of the Attorney General:
(approved as to form & legal sufficiency)

Assistant / Associate Attorney General Date

RECEIVED
MAY 14 2014
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF THE ATTORNEY GENERAL

(X) This contract does not require the signature of the Attorney General pursuant to an agreement between the department and the Office of the Attorney General dated: 3/23/2011