

STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

Contractor:

JEN Associates, Inc.

Contractor Address:

5 Bigelow Street, Cambridge, MA .02139

Contract Number:

12DSS1203BC / 999JEN-MED-02

Amendment Number:

Amount as Amended:

\$1,050,000.00

Contract Term as Amended: 12/1/2012 to 3/31/2018

The contract between JEN Associates, 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 4/25/2016, is hereby further amended as follows:

- The term of the contract is extended for one year, and the end date of the contract is changed from 3/31/2017 to
- 2. 3/31/2018.
- The total maximum amount payable under this contract is amended by \$\frac{394}{190},000 from \$\frac{664}{860},000 to \$1,050,000.
- For the period of April 1, 2017 through March 31, 2018, Amendments to Part I, Section B. Section B. titledlabeled CONTRACTOR RESPONSIBILITES is hereby deleted in its entirety in Amendment 3 and replaced with the following:

B. CONTRACTOR RESPONSIBILITIES

1. Data import, aggregation and hosting: It is the understanding of the parties that the Contractor shall receive a monthly extract of the Medicaid data from the Connecticut Medicaid Management Information System (interchange) and a quarterly extract of Medicare data, and shall link such data to the federal Medicare data set into an integrated data set to facilitate analyses to be performed by the Department or its designees.

To complete the objective above, the Contractor shall perform the following tasks:

Date import and aggregation: The Contractor shall assess data availability and cross-program (Medicare-Medicaid) data definitions. The Contractor shall assist the Department in defining specific data extraction requirements. The Contractor shall import monthly updates of the Connecticut Medicaid data (for all Medicaid enrollees) and quarterly updates of Medicare data (for dually eligible enrollees), confirm completeness, remove duplicate claims, put it in JEN's standard format including JEN's standard taxonomies, and establish and update the linked Connecticut Medicaid/Medicare files. The Medicare & Medicaid updates will occur simultaneously, and data quality reports will be produced on a quarterly basis.

Contractor

Approved

- b. Secure hosting and back-up: The Contractor shall securely host historical Connecticut Medicaid claims and enrollment files (2007-2016) and maintain the linked Medicare and Medicaid historical data (2007-2015). JEN will serve as the custodian of the Medicare data from CMS, on behalf of DSS, with the understanding that the DSS may decide to serve as a co-custodian in the future.
 - i. The Contractor shall provide daily back-ups of user data on site and weekly back-ups to secure offsite storage facility. The hours for this activity are included in the data hosting fee.
 - ii. The Contractor and the Department shall enter into a Data Use Agreement (DUA), attached to this contract as Exhibit B, so that CMS will transfer the linkage data to the Contractor.
 - iii. The Contractor will work in good faith with the Department to assist the Department in hosting the integrated Medicare-Medicaid data in-house, as technically feasible. Additional services may be purchased as necessary as consultation services or through a future contract amendment if additional funding becomes available
- 2. Program evaluation activities: The Contractor shall conduct three program evaluations on selected populations, examining population characteristics, quality outcomes and expenditures for selected Medicaid-only populations, and Medicare-Medicaid dually eligible enrollees. Programs to be evaluated include the following populations identified by the DSS:
 - Person-Centered Medical Home (PCMH)
 - Behavioral Health Homes (BHH)
 - Third program to be named by DSS by September 2017
- 3. Additional consultation and ad hoc reports: The Contractor shall provide additional database customization, research consulting, and ad hoc reports upon request. This may include creation of new variables (code files), measurements, chart sets, portal displays and/or large data extracts or SAS data sets if requested by the Department. If the Department decides not to pursue one of the program evaluations as defined above, any remaining funds shall be available to support additional consultation, ad hoc reports, and contract close-out activities.
- 4. For the period April 1, 2017 through March 31, 2018, Amendment to Part I, Section C: Section C: labeled CHANGE ORDERS and CONSULTING PROJECT REQUESTS (CPRs) in Amendment 3 is deleted in its entirety and is hereby replaced with the following:

C. DEPARTMENT RESPONSIBILITIES

- 1. Contract Administration and Management
 - a. This contract shall be administered through the Office of the Deputy Commissioner.
 - b. The Deputy Commissioner shall have responsibility for final approval for each CPR, on a project by project basis. No work shall commence by the Contractor until approval has been received by the Deputy Commissioner-Administration.
 - c. If after the conclusion of the performance of all outstanding CPRs, or termination and/or expiration of the contract, there are consulting hours that remain unexpended, whether or not they were previously obligated to a project or its budget, the Department reserves the right to retain the savings revenue resulting from the unexpended consulting hours.
 - d. The Deputy Commissioner shall appoint for the Department, for each Project agreed to through the Submission and Approval of the CPR, a staff person responsible for the day-to-day direction of the project. This person shall be the Contractor's primary liaison in working with other Department staff.

Page 2 of 6

- i. For each Project, the designated Department Project Lead shall receive and review all reports and deliverables, oversee scheduling of meetings with Department staff, and maintain first-line administrative responsibility for the Project. In no instance shall the Contractor refer any matter to any other Department official unless initial contact, both verbal and in writing, regarding the matter has been presented to the Project Lead.
- ii. The Contractor shall designate a Project Lead for each project who shall have day-to-day responsibility for supervising the performance of the Contractor's obligations for the specified Project. The Contractor shall not change the designation of the Project Lead without written notice to and acknowledgment by the Department's Project Lead and the Deputy Commissioner.
- 5. For the period of April 1, 2017 through March 31, 2018, Part 1, Section D, labeled CONTRACTOR DEVELERABLES AND PAYMENT is amended by the additional of the following Sections 7, 8, and 9.

a. by inserting after "herein" with "December 1, 2012 through March 31, 2018:

7. For the performance of services during the period of April 1, 2017 through March 31, 2018, the Contractor shall receive a maximum dollar amount not to exceed \$190,000.00.

 THE BUDGET AND SCHEDULE OF PAYMENTS: For the period between April 1, 2017 through March 31, 2018 is as follows:

Approved by
Agency
Approved by
Contractor

Approved

Approved

Approved

	CONTRACT BUDGET	Payment method	TO	RIL 1, 2017 MARCH 61, 2018
1.	Data Import, aggregation, an	d hosting		Manufacture and System (School
a.	Import and integrate quarterly Medicare A, B and D updates from CMS combined with Medicaid monthly updates (including conducting quarterly data quality review)	\$20,000 per quarter for 2 quarters	\$	40,000
b.	Host CT data in JEN's secure data center	Based on \$2,000 per month, payable in full at start of contract	\$	24,000
2.	Research and Consulting			
a.	Conduct program evaluation for Program 1 (Services for individuals served in Primary Care Medical Homes	Deliverable–based payment; 50% payable upon submission of analytical plan 50% payable on completion of deliverable	\$	40,000
Ъ.	Conduct program evaluation for Program 2 (Services for individuals in Behavioral Health Homes)	Deliverable–based payment; 50% payable upon submission of analytical plan 50% payable on completion of deliverable	\$	40,000
c.	Conduct program evaluation for program 3 (TBD)	Deliverable–based payment; 50% payable upon submission of analytical plan 50% payable on completion of deliverable	\$	40,000
d.	Additional consultation and ad hoc reports upon request plus project close-out activities; subject to available funds.	At \$250 per hour, payable based on monthly hours as work is completed.	\$	6,000
TO	OTAL BUDGET		\$	190,000

In inserting a new section Seven Nine (79) as follows:

Payments for data hosting and portal licenses shall be payable upon initiation of the contract amendment. All other payments shall be billable upon completion of the work. Payments shall be made within 30 calendar days after submission of the invoice to the Department. If the Department has questions about charges on any invoice, these shall be addressed in a timely fashion so that JEN shall have the opportunity to resolve any outstanding issues in order to receive payment within 45 calendar days of submission of the invoice.

 Part II, Mandatory Terms & Conditions, <u>Section D.8</u>, on page 29 of A1 shall be deleted in its entirety and replaced with the following:

Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell,

promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

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

12DSS1203BC/999JEN-MED-02 A4

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

CONTRACTOR	
JEN Associates, Inc.	
Darlene M. O'Connor, Vice President for Strategic Planning	3/3//7 Date
DEPARTMENT OF SOCIAL SERVICES	
RODERICK L. BREMBY, Commissioner	<u>3 31 7017</u> Date
OFFICE OF THE ATTORNEY GENERAL J. SEPA Robin, ASSOC. ATTY. GENERAL	5,15,17
ASST: / ASSOC. ATTORNEY GENERAL (Approved as to form)	Date

WORKFORCE ANALYSIS

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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 Vice President of JEN Associates Pre , an entity Name of Entity duly formed and existing under the laws of Massachusetts Name of State or Commonwealth I certify that I am authorized to execute and deliver this affidavit on behalf of JEN Associates Inc and that JEN Associates, Onc. Name of Entity 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. HERMAN EKNAIAN Notary Public

Sworn and subscribed to before me on this $\underline{30}$

Commissioner of the Superior Court/ **Notary Public**



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — New Resolution

By Entity

For Contracts Valued at \$50,000 or More

Documentation in the form of a <u>corporate</u>, <u>company</u>, <u>or partnership policy adopted by resolution of the board of directors</u>, <u>shareholders</u>, <u>managers</u>, <u>members or other governing body</u> of a contractor 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 <u>entity</u> (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at <u>\$50,000</u> or <u>more</u> for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

	CERTIFICATION OF RESOLUTION:
	I, Darling M.O'Connor, Vice President, of JEN Associates Acc., Authorized Signatory Title Name of Entity
	an entity duly formed and existing under the laws of Massachusetts, Name of State or Commonwealth
	certify that the following is a true and correct copy of a resolution adopted on the 30 day of
	March, 202017 by the governing body of TEN Associates Pro., Name of Entity
	in accordance with all of its documents of governance and management and the laws of
	Massachusetts and further certify that such resolution has not been modified Name of State or Commonwealth
	or revoked, and is in full force and effect.
	RESOLVED: That the policies of JEN Associates Inc comply with the Name of Entity
	nondiscrimination agreements and warranties of Connecticut General Statutes
	§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.
	The undersigned has executed this certificate this 30 day of 30 day of 30 day.
	200 200
_	Authorized Signatory Date
	Printed Name



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.)
		because of change of information contained in the most certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

- "Contract" means that contract between the State of Connecticut (and/or one or more of it 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;
- "Contractor" means the person, firm or corporation named as the contactor below;
- "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);
- G) "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 by, or supporting or authorized to support, any candidate for <u>statewide public office</u>, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after 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 <u>statewide public office</u> or the <u>General Assembly</u>, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date None	ne of Contributor	Recipient	Value	<u>Description</u>	
y					
Lawful Campa	aign Contributions to	Candidates for the G	eneral Assembly:		
Contribution <u>Date</u> None	me of Contributor	<u>Recipient</u>	<u>Value</u>	<u>Description</u>	

Sworn as true	to the best of my know	rledge and belief, subjec	t to the penalties of fa	lse statement.	- K - K - E
JEN ASSOCIO	ates Onc.		Darlene M. O Printed Name of Au	Connor	
JEN ASSOCIA Printed Contractor Nar Signature of Author	ne Manniized Official		Printed Name of Au	thorized Official	n
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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.

	proposal, whichever is	earlier.	any sach change of	(ii) apoir the submitted of
AFFIDAVIT:	[Number of Affidavits	Sworn and Subscribed On	This Day:]	
contract, as des	cribed in Connecticut G authorized to execut	I am a principal or key pe General Statutes § 4a-81(t te such contract. I furth th such contract, except f	o), or that I am the ner swear that I ha	individual awarded such a ive not entered into any
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If YES: Name of	√ If Former State Agency		9/2000 Termination Date	of Employment
JEN AS	o the best of my knowled Sociates (In L f Bidder or Contractor	edge and belief, subject to original belief Signature of Principal	2 Olener	0-3-30-17
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		Commissioner of the or Notary Public ,	Superior Court	
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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: Mespondent'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. "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; "Respondent" means the person whose name is set forth at the beginning of this form; and "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. **Printed Name of Authorized Official** Signature of Authorized Official Subscribed and acknowledged before me this $\underline{30}$

Commissioner of the Superior Court (or Notary Public)

My Commission Expire

STATE OF CONNECTION-1270 REQ1	STATE OF CONNECTICUT - DEPARTMENT OF SOCIAL SERVICES REQUEST FOR PAYMENT	AL SERVICES
DSS	DSS ACCOUNTS PAYABLE	
Voucher #: VR Processed by:	VR Date:	Voucher Approved by:
		Date:
PA	PAYEE INFORMATION	
Vendor Invoice #:	Directoral Contract Time.	Check One: Check
Vendor/Contractor Name: JEN Associates, Inc.	Check One:	Non-Competitive
Business Address: 5 Bigelow Street, Cambridge, MA .02139) [MED
	CORE-CT Contract #:	12DSS1203BC
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	FEIN #:	043185105 Vendor # 0000140413
JEN Associates, Inc.	Contract Period:	From: 12/1/2012 To: 3/31/2018
5 Bigelow Street, Cambridge, MA .02139	Payment Period:	From: To:
	Total Contract:	\$1,050,000.00
	Previous Payments:	89
Program is operating in compliance with Contract and expenditures have been incurred	incurred accordingly.	
Authorization: Darlene M. O'Connor	Kalen MI	James
Contractor Name (print)	Contractor Signature	Date
DON'T FILL IN BELOW - THIS IS FOR DSS USE ONLY: DSS PROGRAM	M VERIFICATION - If multi fu	OGRAM VERIFICATION - If multi funding source, provide all appropriate accounts.
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\$ 20 DSS		168
I do certify that this program is operating in compliance with Contract and expenditures are authorized and properly chargeable as indicated.	s are authorized and properly charge:	able as indicated.
Authorization: Jo Ann P. Ettienne-Modeste DSS PROGRAM STAFF REP Signature		(860) 424-5745 Date Phone #
Co-sign (if required) Signature	Phone #	☐ Yes
		*Financial Report within last 3 mos.
DSS FISCAL STAFF APPROVAL - Name (sign & date)		e A a a