


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: A3
Amount as Amended: \$860,000.00
Contract Term as Amended: 12/1/2012 – 3/31/2017

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 3/7/2016, is hereby further amended as follows:

1. The term of the contract is extended for one year, and the end date of the contract is changed from 3/31/2016 to 3/31/2017.
2. The Department reserves the option to extend the term of this contract for one (1) year by giving written notice to the Contractor with thirty (30) days before the expiration of the agreement. If the Department exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including exercise of any options under this agreement, shall not exceed 3/31/2018.
3. The Dun & Bradstreet (DUNS) number assigned to Jen Associates, Inc. Eastern Connecticut Area Agency On Inc. is: 19-175-2310. 
DSS
4. Amendments to Part I, Section B. Section B titled CONTRACTOR RESPONSIBILITIES is hereby deleted in its entirety in the original contract and replaced with the following:

B. CONTRACTOR RESPONSIBILITIES

1. 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 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.
2. To complete the objective above, the Contractor shall perform the following tasks:
 - a. The Contractor shall assess data availability and cross-program (Medicare-Medicaid) data definition.
 - b. The Contractor shall assist the Department in defining specific data extraction requirements.
 - c. The Contractor shall securely host historical Connecticut Medicaid claims and enrollment files (2007-2014) and, to the extent authorized by CMS, maintain the linked Medicare and Medicaid historical

data (2007-2013). 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. The following supplements to the Connecticut data are covered under this contract:

- i. Import final action Medicare files for dually eligible Connecticut enrollees, confirm completeness, put in JEN's standard format including JEN's standard taxonomies, and replace the non-final action data within the Connecticut linked Medicare and Medicaid Historical data files. (Data includes Parts A, B and D plus MDS and OASIS assessments; data for 2014 will be available in CT SFY 2016.
 - ii. Import monthly updates of the Connecticut Medicaid data (for all Medicaid enrollees) and 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.
- d. The Contractor shall provide secure access to the data to users authorized by DSS, 24 hour per day, 7 days per week, utilizing the Contractor's secure network via high-speed internet connection (except for interruptions for system maintenance on weekends and evenings and subject to ISP operations). The following types of access are covered under this contract:
- i. **iMMRS® Access:** Provide DSS with two licenses to use IMMRS®, a propriety tool developed by JEN, to access Medicare and Medicaid data hosted by JEN. The license agreement is attached to this contract as Exhibit A. Licensing of IMMRS® is assigned to a specific user and may be transferred up to semi-annually within each Contract year. Licensing includes the following:
 1. Each account has role-based data access and user authentication protocols using CISCO internet appliance firewall with multi-layer controls. (If subsequent licenses are purchased, each licensed user will have an individual account with user-specific authentication protocols.)
 2. JEN will provide an in-person 8-10 hour training session on IMMRS® to new licensed users.
 3. Licensed users may access the JEN help desk for additional support during normal business hours (8:30 a.m.-5:00 p.m.)(Help desk support averages 3 hours per user per month).
 - ii. **Portal Access:** Provide access to up to two (2) simultaneous users (up to 6 non-simultaneous users) to JEN's secure policy portal to enable DSS leadership and key staff to review and query standard reports using pre-determined population characteristics. Within DSS, access may be provided to any staff deemed appropriate by the Department, but only two individuals may view and query the reports concurrently. (User support for portals averages 1 hour per month total combined for all users.)
- e. The Contractor shall provide daily back-ups of user data on site and weekly back-ups to secure off-site storage facility. The hours for this activity are included in the license fee.
- f. The Contractor and the Department shall enter into a Data Use Agreement (DUA), its Main Information attached to this contract as Exhibit B, so that CMS will transfer the linkage data to the Contractor.
- g. 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. The potential Additional Services outlined in Section 4 below may be purchased as necessary through a future contract amendment as appropriate funding becomes available in order to support this task.

- h. The Contractor shall create and distribute a set of standard report templates for quarterly updating and reporting on target populations, population characteristics, quality outcomes and expenditures for selected Medicaid-only populations, and Medicare-Medicaid dually eligible enrollees.
- i. **Create Portal Chart Sets:** Refine the existing chart sets in the Connecticut policy portal to report data annually from 2012 through the most recent complete calendar year and to report quarterly rates on a rolling basis for the most recent two-year look-back period. Include up to 10 filter options based on collaborative discussion with DSS. The core portal charts will include the following chart sets:
1. Population Characteristics:
 - Population count distributed by age and gender,
 - Major chronic physical conditions,
 - Major behavioral health conditions,
 - Overall rates of hospital admission and emergency department visits
 - Distribution by JEN Frailty Index
 - Distribution by long-term care setting (NF, HCBS, other community)
 2. Quality outcomes:
 - Potentially avoidable hospitalizations (pneumonia, UTI, pressure sores, Asthma/COPD)
 - Rates of readmission within 7 and 30 days following hospital discharge,
 - Early intervention measures (flu vaccine, primary care visits, mammograms),
 - Rates of preventive treatment for persons with diabetes, (HbA1c, eye exam, nephropathy exam, lipid test)
 3. Financial overview:
 - Total dollars paid by Medicaid (and Medicare if duals)
 - Payments per member per month Medicaid (and Medicare if duals)
 - PMPM payments by major category of service (as defined by JEN)
- ii. **Disseminate Quarterly Report:** Produce a quarterly PowerPoint summary report using the three chart sets above and distribute to key individuals identified by DSS. The PowerPoint slides will include data on the following groups/subgroups, based on logic derived within the claims data or identifiers provided by CT DSS.
- Statewide population
 - Dually enrolled Medicare/Medicaid enrollees
 - Enrollees in behavioral health homes
 - Enrollees covered under the SIM grant
 - High Need/High Cost (aka high utilizers)
 - Children with developmental disorders and/or Autism Spectrum Disorders (ASD)
 - Certified Community Behavioral Health Clinic (CCBHC) population
 - Clifford Beers- Wraparound New Haven population
1. The distribution e-mail will include a link to enable recipients to go to the portal to further refine their queries using the pre-set filters. If the identifiers required to report on certain subgroups are not initially available, JEN will produce reports for the available subgroups during that quarter.

iii. **Provide additional consultation and ad hoc reports upon request:** Provide 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. Ad hoc reports to the Department may include but are not limited to analyses as part of an access comparability process to ensure that Medicaid members have access to services at a comparable rate to Medicare members or individuals eligible for both Medicare and Medicaid.

5. **Amendment to Part I, Section C:** Section C. labeled CHANGE ORDERS and CONSULTING PROJECT REQUESTS (CPRs) in the original contract is deleted in its entirety and 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.
 - 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.

6. **Amendments to Part I., Section D.:** Section D. labeled CONTRACTOR DELIVERABLES AND PAYMENT in the original contract shall be amended as follows:

- a. by inserting after "herein" in Section D.3. with "for the period of December 1, 2012 through March 31, 2017".
- b. by inserting after Section D.4 new sections Five (5) and Six (6) as follows:
 5. For the performance of services during the period of **April 1, 2016 through March 31, 2017**, the Contractor shall receive a maximum dollar amount not to exceed \$200,000.00.
 6. **THE BUDGET AND SCHEDULE OF PAYMENTS:** For the period between April 1, 2016 through March 31, 2017 is as follows:

CONTRACT BUDGET	UNIT PRICING/DESCRIPTION	APRIL 2016 TO MARCH 2017
A. Data Import, standardization and secure hosting		
1. Import Medicare final action files for 2014	\$15,000 per yr	\$ 15,000
2. Import monthly Medicare A, B and D updates from CMS combined with Medicaid monthly updates (including quarterly data quality reports)	\$8,000 per month	\$ 96,000
B. Licenses and secure access		
1. Annual iMMRS power user licenses for two registered users (Annual price per user = \$25,000; minimum of \$50,000 base purchase)	(Note: \$50,000 was prepaid 11/2015 to cover access through 11/30/16) Year 1 covers extension of 4 months (@ \$5,000/mo) to end 3/31/17; <u>If year 2 is approved, \$50,000 will cover renewal for another 12 months</u>	\$ 20,000
2. Annual policy portal access for up to 2 simultaneous users	(\$5,000 per seat)	\$ 10,000
C. Research and Consulting		
1. Create & refine 3 standard chart sets (Est. is based on 80 hours).	At \$250 per hour, as approved.	\$ 20,000
2. Produce and disseminate quarterly PPT reports (Est. 60 hours).	At \$250 per hour, as approved.	\$ 15,000
3. Additional consultation and ad hoc reports upon request. (Est. 96 hours).	At \$250 per hour, as approved.	\$ 24,000
TOTAL BUDGET		\$ 200,000

7. **Amendment to Part I, Section E:** Section E. labeled LIASONS in the original contract shall be deleted in its entirety and replaced with the following:

J. NOTICES

1. In addition to the persons listed on page 1 of this contract, notices shall be addressed as follows:

- a. In case of notice(s) to the Department regarding the scope of services:

William Halsey
Manager of Behavioral Health
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105
william.halsey@ct.gov
860) 424-5077

- b. In case of notice to the Department regarding fiscal matters:

Michael Gilbert
Director of Financial Services
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105
Michael.gilbert@ct.gov
(860) 424-5841

2. Said notices shall become effective on the date of receipt as specified above or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt

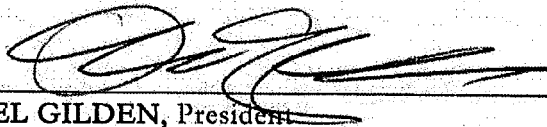
8. **All terms and conditions of the original contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.**

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.

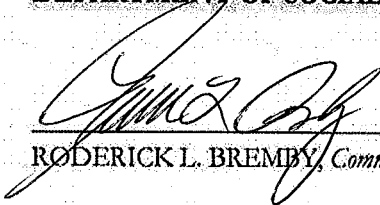
CONTRACTOR - JEN ASSOCIATES, INC.



DANIEL GILDEN, President

3 / 30 / 2016
Date

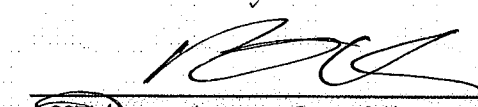
DEPARTMENT OF SOCIAL SERVICES



RODERICK L. BREMBY, Commissioner

3 / 31 / 2016
Date

OFFICE OF THE ATTORNEY GENERAL



ASST. Assoc. Attorney General (Approved as to form)

Robert W. Clark

4 / 25 / 16
Date

Exhibit A
License Agreement
(Referenced on p.2 of A3)

SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (this "Agreement") is made as of the date signed below, by and between JEN Associates, Inc., a Massachusetts corporation ("Licensor") and the Connecticut Department of Social Services, the ("Licensee"). Licensor and Licensee are referred to herein individually as a "party" and collectively as the "parties".

In consideration of the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and Licensor hereby agree as follows:

1. Definitions The following terms, as used in this Agreement, shall have the meanings set forth in this Section 1:

"Affiliate" shall mean any entity that controls, is controlled by, or is under common control with, another entity, where "control" means the ability to direct the management of the entity, whether by ownership, voting or otherwise.

"Documentation" shall mean, collectively, all user manuals, diagrams, listings, handbooks, training materials, guides, functional and/or technical specifications, programmer's documentation and commentary, and other printed or on-line materials developed by or for Licensor in connection with the Software provided to Licensee.

"iMMRS®" shall refer to JEN's proprietary Software known as the integrated Medical Management Research System.

"JEN Portal" shall refer to a tool derived from iMMRS® that enables a broader community of users to view and interact with charts and tables derived from iMMRS® without utilizing the full suite of iMMRS® capabilities.

"Licensee" shall refer to the entity named have the meaning set forth in the preamble to this Agreement.

"Software" shall mean Licensor's Integrated Medical Management Research Systems (iMMRS) application and the Documentation.

2. Software License Grant

2.1 Subject to payment of the applicable Fees and compliance with the terms and provisions of this Agreement, Licensor hereby grants to Licensee, during the Term, a non-transferable, non-exclusive, fee-based, limited license to use the Software in object form in its Location, on a Licensee-provided server in connection with the creation and use of an accessible database to conduct analyzes related to projects approved by the owner of the data. The foregoing license is limited to employees or affiliates of Licensee, each of whom shall be issued a user name and password by the Licensor. Licensee agrees to assure that all authorized users adhere to the terms of the business associates agreement and any applicable data use agreements. Licensee also agrees not to allow

employees to share passwords and to take reasonable measures to prevent the disclosure of passwords outside the Department.

2.2 Licensee is responsible for assuring that all authorized users have received training in data security and compliance with the Health Insurance Portability and Accountability Act (HIPAA) as amended. Users will be required to provide proof of this training prior to data access using iMMRS®. Licensee's use of the Software is further restricted as follows:

(a) Use of the Software is limited to Licensee and its employees and does not include Licensee's Affiliates, joint ventures, or partners, or other Agencies unless they have separately signed a business associates' agreement authorizing their access to the data and unless the Licensee has named them as authorized users and paid appropriate fees in connection with the terms of Section 3 below.

(b) Licensee may not give, sell, sublicense or otherwise transfer or make available to any third party the Software or any portion thereof, including but not limited to acting as a service bureau or use the Software in any manner directly or indirectly related to or in connection with the operation or management of any other business, including without limitation a timeshare, facilities management, practice management, billing or data processing service.

(c) Licensee shall not copy, modify, alter, reuse, disassemble, reverse engineer or decompile the Software, nor permit any contractor of Licensee or any other third party to do so.

(d) The Software shall be provided in object code form only. Licensee shall have no right to be provided or access the source code for the Software.

2.3 Licensee acknowledges and agrees that the license granted under this Agreement shall not, and does not, transfer to Licensee any title, ownership or proprietary interest or other rights to the Software, other than as set forth in Section 3 and 4 herein. Licensee agrees that title to the Software shall at all times remain vested in Licensor. Licensor shall own all derivative works and compilations to the Software developed by Licensee, as such terms are defined in Section 101 of the Copyright Act of 1976, as amended. Licensee shall keep each and every item to which Licensor and/or its Affiliates retain title free and clear of all claims, liens and encumbrances, except those claims and liens of Licensor and its Affiliates, and any act of Licensee, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such item shall be void.

2.4 Licensee shall obtain, operate and maintain at its expense any and all computer equipment, communication devices or services necessary to communicate with Licensor, or to install, maintain, access, deliver, transmit, receive, retrieve or use the Software. Licensee shall take all reasonable precautions to assure that machines used for access to iMMRS® are secure and have regularly updated operating systems,

malware protection and virus protection.

2.5 JEN reserves the right to alter the requirements related to data privacy and security at any time.

3. Fees.

3.1 iMMRS® License(s): In consideration of the grant by the Licensor of the license described herein, Licensee shall pay to the Licensor a fee for use of the Software during the Initial Term, and an additional fee for each Renewal Term. The Initial Term and Renewal Term fees will be assessed based on the number of users as follows:

User#1:	\$50,000
Subsequent users:	\$25,000 each

(Subsequent Users can be added only after User#1.)

Annual Renewal (after first year):
\$25,000 per user; minimum purchase of two licenses required.

Users can be substituted (Substitute Users) for Original Users a maximum of one (1) time in the course of an Initial Term or Renewal Term. Original Users and Substitute Users will be named and documented in a written communication from a legally authorized representative of the Licensee to the Licensor.

In the course of the Initial Term or Renewal Term New Users may be added subject to fees assessed that are proportional to the amount of time of the Term remaining. Users may only be added in the course of a Term on the 1st day of a month. Within Term, Substitute Users and New Users will be named and documented in written communication from a legally authorized representative of the Licensee prior to the date of the User being granted use of the Software by the Licensor.

3.2 JEN Portals: Access to charts and tables produced in iMMRS® is available to a broader community of users through the purchase of JEN Portals. This licensed access is priced per seat (rather than per user), thus enabling up to three individuals to use each seat as long as they are not on the system at the same time.

Annual pricing for each JEN Portal is \$5,000 per seat at the start of the contract year or \$3,000 if less than 50% of the year remains. JEN Portals are only available as a supplement to the purchase of iMMRS® licenses.

Design of chart templates for the JEN Portals may be done by any licensed iMMRS® user. If JEN staff are requested to design or modify portal chart templates, this service will be priced at JEN's usual and customary hourly rate.

3.3 Software maintenance, system documentation, iMMRS® training, and on-going support are included in the license. Start-up training is provided either at a mutually agreed-upon site or via a web-based interface. Ad hoc WebEx type training on special system applications and help desk support are available

Monday-Friday 9:00am-5:00pm EST. Initial training ranges from 8-10 hours depending on the skill of the user. Ongoing help desk support is limited to an average of three hours per month per user. JEN Portals are intended to be usable with a minimum of training estimated at one hour per user.

3.4 The License Fees shall be payable in full in advance of the Initial Term and any Renewal Term. If at any time during the Term, Licensee desires to increase the number of users authorized to use the Software, Licensee shall pay an additional amount based upon Licensor's then current prevailing pricing.

4. Limited Warranty; Disclaimer

4.1 Licensor warrants that the Software shall (a) perform each of features, functions and capabilities set forth in the Documentation; (b) substantially conform to the Documentation; and (c) be free of all defects in materials and workmanship for a period of thirty (30) days (the "Warranty Period") from the date of Licensor's installation of the Software. Upon determination of a defect in materials and workmanship during the Warranty Period, Licensor's sole obligation shall be, at its discretion, to repair or replace the Software as necessary to remedy the condition which causes the Software to fail to perform as warranted in this Section.

4.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, LICENSOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO THE SOFTWARE, ANY SERVICES PROVIDED TO LICENSEE, OR ANY OTHER MATTER WHATSOEVER, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES REGARDING THE CONDITION OF THE SOFTWARE, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET ALL OF LICENSEE'S BUSINESS OR OTHER REQUIREMENTS OR WILL OPERATE IN A PARTICULAR COMPUTER ENVIRONMENT OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

IN NO EVENT SHALL LICENSOR OR ANY SUPPLIER TO LICENSOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOSS OF PROFITS, OR LOSS OF GOODWILL, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS DUE TO LOST DATA, LOST PROFITS OR LOST SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE, OR THE PERFORMANCE OR LACK THEREOF OF, THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

LICENSOR'S LIABILITY TO LICENSEE HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED

THE FEES PAID BY LICENSEE TO LICENSOR DURING THE MOST RECENT ONE YEAR PERIOD.

4.3 IF ANY REPORTS PRODUCED BY THE SOFTWARE ARE USED BY LICENSEE OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR ASSOCIATES IN CONNECTION WITH THE DIAGNOSIS AND/OR TREATMENT OF LICENSEE'S OR SUCH OTHER PARTIES' PATIENTS, THE RESPONSIBILITY FOR ANY CLAIMS RELATED TO SUCH REPORTS, INCLUDING BUT NOT LIMITED TO CLAIMS OF BREACH OF PRIVACY RIGHT, PERSONAL INJURY AND LOSS OF LIFE, SHALL REMAIN THE SOLE RESPONSIBILITY OF LICENSEE OR SUCH OTHER PARTIES PARTICIPATING IN THE LICENSEE'S FACILITIES OR TO WHOM LICENSEE HAS PROVIDED SUCH REPORTS.

5. Indemnification

5.1 Licensor shall indemnify, defend and hold Licensee harmless from and against any claim by a third party that Licensee's use of the Software infringes upon the intellectual property rights of such third party; provided that (i) Licensee provides Licensor with prompt notice of such claim; (ii) Licensee gives Licensor sole authority to defend or settle such claim and reasonably cooperates (at Licensor's expense) in such defense; and (iii) such claim does not arise due to any modification or misuse by Licensee of the Software. Licensee agrees to indemnify, defend and hold harmless Licensor for all damages, costs and expenses (including reasonable attorney's fees) incurred by Licensor or its affiliates in connection with a breach by Licensee of any of its representations, warranties, covenants and obligations under this Agreement, its use of the Software (or third party applications delivered with the Software) in any manner not licensed hereunder.

6. Confidential and Proprietary Information

6.1 Licensee acknowledges that the Software and other materials and information supplied by Licensor to Licensee are proprietary to the Licensor and its Affiliates. Licensee agrees with Licensor that the Software and all information or data supplied by Licensor in machine-readable or other form are trade secrets of Licensor and its Affiliates; are protected by civil, criminal and copyright laws; are very valuable to Licensor and its Affiliates and that their disclosure by Licensee to third parties other than as licensed hereunder is prohibited.

6.2 Licensor and Licensee shall maintain the confidentiality of any information relating to the other party acquired or disclosed in connection with the performance of this Agreement ("Confidential Information") and shall not disclose such Confidential Information to any other party without the express consent of party responsible for the information. Licensor agrees to maintain strict confidentiality of all patient information which Licensor may use or acquire during performance of this Agreement. Licensor agrees to destroy all copies, electronic or paper, of all patient information upon completion of this project. This duty of

confidentiality will survive the expiration or termination of this Agreement. In addition to other remedies, a party may seek injunctive relief to prevent disclosure of Confidential Information.

7. Term and Termination

7.1 Subject to the terms hereof, this Agreement shall commence on the Effective Date of this agreement, or a subsequent date mutually agreed upon by both parties, and shall continue for a period of twelve (12) months (the "Initial Term"). Thereafter, subject to the payment of the Renewal Fees, this Agreement shall automatically renew for successive twelve (12) month periods (each, a "Renewal Term" and collectively with the Initial Term, the "Term") unless terminated by either party by written notice to the other party no less than thirty (30) days prior to the commencement of any Renewal Term. In addition, this Agreement shall terminate as follows:

(a) thirty (30) days after the date on which written notice of termination is provided by either party to the other party;

(b) thirty (30) days after written notice by either party (the "Non-Defaulting Party") to the other party (the "Defaulting Party"), of a breach of any of the material representation, warranty covenant or condition or other term of this Agreement if the Defaulting Party shall fail to cure such breach within such thirty-day period; or

(c) sixty (60) days after the commencement by or against either party of a case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by such party to, or the entry of an order or decree granting, the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of such party or for any substantial part of his or its property, or the making by such party of any assignment for the benefit of creditors, or the taking of actions by such party in furtherance of any of the foregoing.

7.2 In the event of the termination of this Agreement for any reason:

(a) Licensee shall be liable for all Fees and charges incurred prior to the date of termination;

(b) Licensee shall promptly return to Licensor the original and all copies of the Content, the Software and all documentation and any related materials furnished by Licensor to Licensee hereunder;

(c) the provisions of Sections 1, 2, 6, 7 and 8 shall survive termination of this Agreement for any reason; and

(d) No Fees or other payments shall be refunded or returned to Licensee.

8. General Terms

8.1 Non-Solicitation of Employees. During the Term of this Agreement and for two (2) years following the completion or termination of this Agreement, neither party shall directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any staff member of the other party or any affiliate of a party who is or was involved with the products and services provided under this Agreement.

8.2 Notices. All notices which may be or are required to be given, served or sent between the parties pursuant to this Agreement, shall be in writing and hand delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by national overnight courier service to the parties at their respective addresses set forth below:

Such notice shall be deemed sufficiently given or received for all purposes at such time as the notice is delivered to the addressee with the return receipt, the delivery receipt, or the affidavit of the messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served, or sent.

8.3 Waiver. Neither the waiver by either of the parties hereto of a breach of, or a default under, any of the provisions of this Agreement, nor the failure of either of the parties on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provisions, rights or privileges hereunder.

8.4 Assignment. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties, as the case may be. This Agreement may not be assigned by Licensee without the prior written consent of Licensor.

8.5 Force Majeure. If either of the parties are delayed or prevented from fulfilling their responsibilities and/or obligations under this Agreement due to any cause beyond the reasonable control of a party, such as but not limited to fire, flood, riot, war, severe weather, supply shortages or acts of god or governmental authorities, then such party shall not be liable for any delay or failure of performance under this Agreement.

8.6 Construction of Contract. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts; provided that no provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal laws and

regulations.

8.7 Severability. The provisions of this Agreement are severable, and in the event that any one or more of the provisions hereof shall be deemed to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.8 Entire Agreement. This Agreement (including the Exhibits hereto) contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement cannot be amended, altered or modified except by a written document signed by both parties or, at least, by the party subject to the enforcement of the amendment, alteration or modification of the Agreement.

8.9 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an 'original'; and all of which when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first set forth below, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

LICENSOR:

JEN ASSOCIATES, INC.
5 Bigelow Street
Cambridge, MA 02139

By: _____ Date _____
Daniel Gilden, President

LICENSEE (organization/address):

By: _____ Date _____
(Name/Title)

Exhibit B
Data Use Agreement
(Referenced on p.2 of A3)

Main Information:

DUA #: 21665
Study Name: CMS/STATE DEMONSTRATIONS TO INTEGRATE CARE FOR
DUAL ELIGIBLE INDIVIDUALS
Category: 77 - CMS CONTRACTOR - DATA SHIPPED TO THEIR FACILITY
Encryption: I - IDENTIFIABLE
Authorization: PA03-CONT - CONTRACTOR RU
Privacy Board Approval Date:
DUA Effective Date: 08/25/2011 DUA Expiration Date: 01/19/2017
Extension: 5 Extension Date: 01/20/2016
DESY Access: Yes DESY Expiration Date: 01/19/2017
Reuse: No Reuse Information: NUL
DSAF Access: No CMS Data Center Access: No
Foreign Tape: No
Bene Notification: N - NOT APPLICABLE
Contract/Grant No.: CMS/HHSM-500-2011-0032C
Part D Approval Date:
CMS Contact Name: WENDY ALEXANDER



STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

JEN ASSOCIATES, INC.
Contractor Name

Department of Social Services
Awarding State Agency

[Handwritten signature]

State Agency Official or Employee Signature

3/31/2016

Date

Roderick L. Bremby
Printed Name

Commissioner
Title

Sworn and subscribed before me on this 31 day of March 2016

[Handwritten signature: Kathleen M Brennan]

Commissioner of the Superior Court
of Notary Public

JUN 30 7252

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

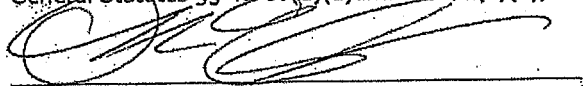
an oath. I am PRESIDENT of JEN ASSOCIATES, INC., an entity
Signatory's Title Name of Entity

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, INC.
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.

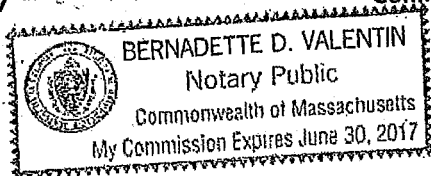

Authorized Signatory

DANIEL GILDEN
Printed Name

Sworn and subscribed to before me on this 30th day of November, 2013.

Bernadette D. Valentin
Commissioner of the Superior Court/
Notary Public

June 30, 2017
Commission Expiration 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 by, or supporting or authorized to support, any candidate for statewide public office, 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 statewide public office or the General Assembly, are listed below:

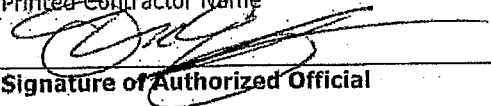
Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
NOT APPLICABLE				

Lawful Campaign Contributions to Candidates for the General Assembly:

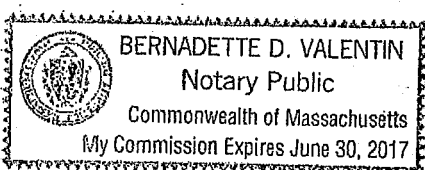
<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
NOT APPLICABLE				

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

JEN ASSOCIATES, INC.
 Printed Contractor Name

 Signature of Authorized Official

DANIEL GOLDEN
 Printed Name of Authorized Official

Subscribed and acknowledged before me this 30th day of Nov., 2015



Bernadette D. Valentin
 Commissioner of the Superior Court (or Notary Public)
June 30, 2017
 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:

DANIEL GILDEN, PRESIDENT; JEN ASSOCIATES, INC.; 11-30-15; 02/29/16; \$660,000.00

Description of Services Provided: LICENSED ACCESS TO LIMITED MEDICARE & MEDICAID DATA USING JEN'S USER INTERFACE, PLUS CONSULTING SERVICES, AND HOSTING SERVICES.

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

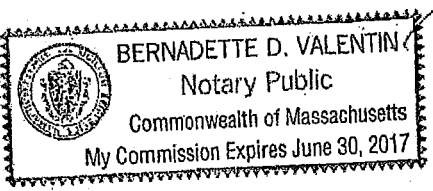
If YES: Name of Former State Agency; Termination Date of Employment

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

JEN ASSOCIATES, INC.; DANIEL GILDEN; 11/30/15

DANIEL GILDEN; DEPT. OF SOCIAL SVCS.

Sworn and subscribed before me on this 30th day of November, 2015.



Bernadette D. Valentin; Commissioner of the Superior Court or Notary Public; June 30, 2017; My Commission Expires