

**CONNECTICUT HEALTH INSURANCE EXCHANGE
d/b/a ACCESS HEALTH CT**

REQUEST FOR PROPOSALS (RFP)

FOR

Financial and Programmatic Audit Services

March 8, 2021



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1. SUMMARY

The primary mission of the Connecticut Health Insurance Exchange d/b/a Access Health CT (“Access Health” or the “Exchange”), Connecticut’s state-based health insurance marketplace, is to increase the number of insured residents in Connecticut, promote positive health outcomes, lower costs, and eliminate health disparities. To accomplish this mission, Access Health has developed an online shopping and enrollment experience for state residents and small businesses, as well as an extensive marketing and communication infrastructure to raise awareness of health insurance options and facilitate enrollment in coverage.

The Affordable Care Act’s Program Integrity Rule, 45 CFR §155.1200, requires the Exchange to, among other things, “engage an independent qualified auditing entity which follows generally accepted governmental auditing standards to perform an annual independent external financial and programmatic audit.” The audit must also comply with the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). This RFP serves to satisfy all of the aforementioned reporting and auditing requirements.

The selected firm must enter into a contract with the Exchange, substantially in the form of the draft contract set forth in Appendix A (the “Contract”).

The Exchange encourages minority, women-owned and disadvantaged businesses to apply.

2. SCOPE OF WORK

The objectives of the audit are to determine whether: (a) the Exchange's financial statements are fairly presented in all material respects in accordance with the required basis of accounting; (b) the Exchange has internal controls over material compliance requirements of each major federal program; (c) the Exchange has complied with material compliance requirements of each major federal program; and (d) if applicable, whether the schedule of expenditures of federal awards is presented fairly, in all material respects in relation to the financial statements taken as a whole. Please note, the Exchange is currently not a recipient of any federal awards. From time to time, the Exchange may request that the selected firm perform additional services not described in this scope of work.

The audit must be conducted in accordance with: (i) auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and (ii) the provisions of the Uniform Guidance. Additionally, a programmatic audit component is required and should address topics included in 45 CFR §155 Subparts C, D & E.

Annually, specific reports required include:

1. Auditor's opinion on the financial statements and on the schedule of expenditures of federal awards. The financial statements include:
 - Statement of net position;
 - Statement of revenue, expenses and change in net position;
 - Statement of cash flows.
2. Schedule of expenditures of federal awards, as required by the Uniform Guidance (only if the Exchange is the recipient of any new federal awards).
3. Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*
4. Single audit report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with the Uniform Guidance.
5. Schedule of findings and questioned costs, in accordance with the Uniform Guidance, including the status of uncorrected findings from prior audits.
6. A summary of the auditor's results, in accordance with the Uniform Guidance.
7. A written management letter containing internal control and compliance deficiencies that are not significant deficiencies, with parallel references in the auditor's report(s) on internal control and compliance. The audit firm must submit the management letter to the Exchange with the other reports noted in this section.
8. With respect to significant deficiencies, the reports shall contain all significant deficiencies, with those significant deficiencies that are considered material weaknesses being appropriately segregated and

identified. Any other matters conveyed to management must be included in the management letter and discussed during the exit conference. Significant deficiencies shall be well developed and should consist of the following components to the extent practicable:

- i. A statement of deficiency;
- ii. The criteria for the significant deficiency;
- iii. The cause of the deficiency;
- iv. The effect of the deficiency;
- v. A recommendation for correction; and
- vi. Management’s response and corrective action plan.

9. An Audit Findings Report in compliance with the financial and programmatic requirements in accordance with 45 CFR Part 155 and Centers for Medicare & Medicaid Services (CMS) guidance.

No later than January 31 of each year, the firm must deliver the final report(s) for each fiscal year to the Audit Subcommittee of the Exchange’s Board of Directors, the Board of Directors, and the Exchange’s Director of Finance.

If applicable, the firm shall report on any uncorrected comments reported in the preceding audit. In addition, if applicable, a firm shall report on the status of prior-year questioned costs, whether resolved with the federal grantor or unresolved. The questioned costs to be reported on shall include all questioned costs from the preceding audit plus any unresolved questioned costs from prior years.

The firm shall immediately report in writing to the Audit Subcommittee of the Board of Directors, any fraud, irregularity, or illegal act or indication thereof that comes to its attention during the term of the contract.

The Exchange intends to enter a three-year contract with the selected firm. Below are the dates the selected firm will audit during the term of the Contract:

Contract Year	Dates to be Audited	Final Audit Report Due No Later Than
Contract Year 1	July 1, 2020 – June 30, 2021	January 31, 2022
Contract Year 2	July 1, 2021 – June 30, 2022	January 31, 2023
Contract Year 3	July 1, 2022 – June 30, 2023	January 31, 2024

Stability of Proposed Fees

Any fee(s) set forth in the Pricing Proposal must be valid for the entire duration of the Contract. The duration of the Contract will not exceed three (3) years.

Independent Price Determinations

In the Pricing Proposal, Respondents must warrant, represent, and certify the following:

1. The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the firm prior to the deadline for submission of proposals directly or indirectly to any other organization or to any competitor.
3. No attempt has been made, or will be made, by the firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

4. INSTRUCTIONS TO RESPONDENTS

I. Proposal Schedule

Activity	Date
Issuance of RFP	3/8/21
Written questions due by	3/15/21
Answers posted by	3/22/21
Proposals due by	3/29/21 at 4:00 p.m.
Vendor award	4/28/21

Firms may submit written questions regarding this RFP no later than 3/15/21, by email only directed to Pamela Roe at pamela.roe@ct.gov. Late questions may not be answered. Answers to questions will be posted by 3/22/21, only in the form of one or more addenda to this RFP and made available on the Exchange's website, <http://agency.accesshealthct.com/>, under the "Contact Us" tab beneath the heading "Solicitations." Firms are responsible for checking the website for any addenda to this RFP.

The Exchange may require an oral presentation from select Respondents. Respondent's key staff, such as the proposed project partner and manager must be present at the oral presentation.

From the date that the Exchange issues this RFP until the date that it awards the Contract to the successful Respondent, interested firms should not contact any employee of the Exchange for additional information concerning this RFP except through written questions as set forth above.

II. Submission of Sealed Proposals

Note: Unless otherwise noted, references to "Proposal" includes "Pricing Proposal."

Each Respondent must submit a Proposal that meets the requirements set forth in the "Contents of Proposals" section below.

- Respondents must email their Proposal excluding the pricing Proposal to: Tristan Arjavich; Tristan.Arjavich@ct.gov. The Subject line of the email should read: Financial and Programmatic Audit Services – [Your Firm's Name].
- Respondents must email their Pricing Proposal to: Ireneusz Swiecki; Ireneusz.Swiecki@ct.gov. The Subject line of the email should read: Financial and Programmatic Audit Services– [Your Firm's Name].

All Proposals must be received by the Exchange via e-mail by 3/29/21, no later than 4:00 p.m. EST. Proposals sent by U.S. Mail will not be accepted. The Exchange will not consider Proposals received after the submission deadline.

A Respondent's submission of a Proposal shall constitute, without any further act required of the Respondent or the Exchange, the Respondent's acceptance of the requirements, administrative stipulations and all of the terms and conditions of this RFP, including those contained in the Contract set

forth in Appendix A. Proposals must reflect compliance with these requirements. Failure of the proposal to so comply may result in the Exchange's rejection of the proposal. The Exchange will reject any proposal that deviates materially from the specifications, terms, or conditions of this RFP. The Exchange will not consider Proposals that contain even minor or immaterial deviations unless the Respondent provides sufficient justification for such deviations.

No additions or changes to any Proposal will be allowed after the Proposal due date unless the Exchange specifically requests the addition or change. The Exchange may, at its option, seek Respondent retraction and/or clarification of any discrepancy or contradiction found during the review of Proposals.

III. Contents of Proposals

To be considered, a Proposal must include all the following information:

1. A Cover Letter signed by an authorized signatory or individual with the capacity to bind the Respondent firm.
2. All information and responses requested by this RFP (including those in the "Responses Required in the Proposal" section below). Concise answers are encouraged. Responses should be prepared on 8 ½ x 11-inch paper using at least 12 point type with standard margins in a PDF format and include a:
 - i. Cover letter
 - ii. Table of contents
 - iii. Executive summary
 - iv. Approach and methodology to address items detailed in Scope of Work
 - v. A description of the work plan that would be used in providing the audit services required in this RFP, including the audit approach and proposed project timeline to meet key dates
 - vi. A representation letter stating that the Respondent complies with Generally Accepted Auditing Standards and the provisions of Government Auditing Standards: 2007 Revision, issued by the Comptroller General of the United States, U.S. General Accounting Office, concerning continuing education requirements, independence, and external quality control review (peer review). The representation letter shall include the following language relating to independence:

"As auditors of the Connecticut Health Insurance Exchange d/b/a/ Access Health CT, for the year ended June 30, 2021, we are independent in accordance with the objectivity and independence standards of AU Sections 220 and 543 of the AICPA Professional Standards and Professional Ethics Committee Interpretation 101.10 (except, if applicable, for the impairment described below.) The firm shall include with the required language relating to independence any impairment the firm may have."

3. A Certificate of Insurance that meets the Insurance requirements laid out in the Contract attached as **Appendix A**.
4. Completed forms set forth in i – iii listed below:
 - i. IRS Form W-9

- ii. Ethics Form 5 – Consulting Agreement Affidavit, attached as **Appendix C**, (Selected firm(s) will be required to submit an updated Ethics Form 5 dated contemporaneously with Contract execution.)
 - iii. SEEC Form 10 – Acknowledgement of Receipt of the State Elections Enforcement Commission’s Notice of Campaign Contribution and Solicitation Limitations, as attached in **Appendix D**.
5. The Pricing Proposal must contain the **Independent Price Determination Certifications** described in Section 3 – Pricing Proposal.

IV. Responses Required in the Proposal

1. Name the primary contact for the Proposal and the names of the primary individuals who would work with the Exchange, and an explanation of their experience, relevant background and anticipated duties. Include brief resumes and current office locations for each. Describe each auditor’s audit experience in the following categories:
 - i. Audits of other state agencies in accordance with the Uniform Guidelines / OMB Circular A-133.
 - ii. Other audits in accordance with the Uniform Guidelines / OMB Circular A-133.
 - iii. Other audits involving health care facilities.
 - iv. Other governmental audits.
2. Provide a summary of any past projects and the Respondent’s qualifications that would enable it to successfully perform the work described in Section 2 (“Scope of Work”). The details of the Respondent’s background and experience should include the following:
 - i. Date the firm was established
 - ii. Location of the firm’s clientele (local, regional, national, or international)
 - iii. Total number of professional staff
3. A listing and description of all firm-wide experience during the last three consecutive calendar years in working on the following types of audits:
 - i. OMB Circular A-133 audits of other state agencies
 - ii. Other OMB Circular A-133 audits
 - iii. Other audits involving health care facilities
 - iv. Other governmental audits
4. For each audit listed, provide the year, engagement partner, total hours, and name and telephone number of the principal client contact. The Exchange reserves the right to contact prior clients during the evaluation phase.
5. Any independent certified public accounting firm responding to this RFP must be licensed and qualified to do business in the State of Connecticut. Registration with the State of Connecticut Department of Administrative Services is preferred, but not required. The firm must be a corporation or other legal entity; be in compliance with the provisions of Government Auditing Standards: 2007 Revision, issued by the U.S. General Accounting Office, concerning continuing

education requirements, independence, and external quality control review (peer review); be in compliance with the Code of Professional Conduct of the American Institute of Certified Public Accountants, in particular ET sections 55 and 101 regarding objectivity and independence; and not been the subject of any disciplinary action. A copy of the firm's most recent peer review report must be submitted along with an indication whether the firm's most recent peer review included a review of any quasi-public agency or other governmental engagements.

6. Disclose any past or present assignments, relationships, or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as auditors to the Exchange.
7. If you find any term or provision of the proposed draft Contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a Contract for this engagement. If possible, please provide alternate language for any such term(s).
8. Discuss any pending complaints or investigations, or any made or concluded within the past five (5) years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees, attorneys and/or associates.
9. Provide three (3) client references. Include the reference's name, company or organization, title, telephone number, email address, a description of the work performed (should be reasonably comparable to services sought in this RFP), and the dates of the work performed.

V. Conformity and Completeness of Proposals

To be considered acceptable, Proposals must be complete and conform to all material RFP instructions and conditions. The Exchange, in its sole discretion, may reject in whole or in part, any Proposal, if in its judgment the best interests of the Exchange will be served.

VI. Presentation of Supporting Evidence

Respondents must be prepared to provide evidence of experience, performance, ability, financial resources, or other items that the Exchange deems necessary or appropriate concerning the performance capabilities represented in their proposals.

VII. Misrepresentation or Default

The Exchange may reject a Proposal and void any award resulting from this RFP to a Respondent that makes any material misrepresentation in its Proposal or other submission in connection with this RFP.

VIII. Disqualification

Any attempt by a Respondent to influence a member of the evaluation committee during the proposal review and evaluation process will result in the elimination of that Respondent's proposal from consideration.

IX. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by firms with any State agency, the Exchange, or an

employee of a State agency or the Exchange will be disregarded in any Proposal evaluation or associated award.

X. Offer of Gratuities

Respondents must represent that no elected or appointed official or employee of the State of Connecticut or the Exchange has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Exchange if it is determined that gratuities of any kind were either offered to, or received by, any state officials or employees from the firm, the firm's agent(s), representative(s) or employee(s). Such action on the part of the Exchange shall not constitute a breach of contract by the Exchange.

XI. Validation of Proposals

Each Proposal (including each Pricing Proposal) must be signed by an authorized official and shall be a binding commitment that the Exchange may incorporate, in whole or in part, by reference or otherwise, into the Contract. The Proposal must also include evidence that the person submitting the Proposal has the requisite power and authority on behalf of the firm to submit and deliver the Proposal and subsequently to enter into, execute and deliver, and perform the Contract.

5. ADDITIONAL TERMS AND CONDITIONS

I. Ownership of Proposals

All Proposals (including Pricing Proposals) shall become the sole property of the Exchange and will not be returned.

II. Amendment or Cancellation of this RFP

Issuance of this RFP does not guarantee that the Exchange will award a Contract to any Respondent. The Exchange reserves the right to withdraw, re-bid, extend or otherwise modify the RFP or the related schedule and process, in any manner, solely at its discretion.

The Exchange also reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in the Exchange's view, the step is not needed;
- At its sole discretion, reject any or all Proposals at any time; and
- Open contract discussions with other Respondent(s) if the Exchange and the first selected Respondent(s) are unable to agree on Contract terms.

III. Errors

The Exchange reserves the right to correct clerical or administrative errors that may be made during the evaluation of Proposals or during the negotiation of the Contract and to change the Contract award accordingly. In addition, the Exchange reserves the right to re-evaluate Proposals and the award of the Contract in light of information either not previously known or otherwise not properly having been taken into account prior to the Contract award. This may include, in extreme circumstances, revoking the awarding of the Contract already made to a Respondent and subsequently awarding the Contract to another Respondent.

Such action on the part of the Exchange shall not constitute a breach of contract on the part of the Exchange since the Contract with the initial Respondent would be deemed void and of no effect as if no contract ever existed between the Exchange and such Respondent.

The Exchange may waive minor irregularities found in Proposals or allow the Respondent to correct them, depending on which is in the best interest of the Exchange. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other Respondents, as determined in the sole discretion of the Exchange.

IV. Freedom of Information

The Exchange is a quasi-public agency and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§ 1-200, *et seq.*, and especially §§ 1-210(b)(4) and 1-210(b)(5)(B). Due regard will be given to the protection of proprietary or confidential information contained in all Proposals received. However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations, and

administrative decisions. If a Respondent is interested in preserving the confidentiality of any part of its Proposal, it will not be sufficient merely to state generally in the Proposal that the Proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those sentences, paragraphs, pages or sections that a Respondent believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with § 1-210(b) of FOIA must accompany the Proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Firms should not request that their entire Proposal, or the majority of the Proposal, be confidential. Any submitted Proposal, once execution of the Contract is complete, and any completed Contract will be considered public information. The Exchange has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Exchange have any liability for the disclosure of any documents or information in its possession that the Exchange believes are required to be disclosed pursuant to FOIA or any other law.

V. Notice of State Certification Requirements

- A. The selected Respondent must execute a Gift and Campaign Contribution Certification (Ethics Form 1), attached as **Appendix B**, contemporaneously with the Contract and deliver them together to the Exchange.
- B. Each Respondent must deliver a Consulting Agreement Affidavit (Ethics Form 5), attached as **Appendix C**, with its proposal, and the selected Respondent must deliver an updated form contemporaneously with Contract execution. The selected Respondent must amend Ethics Form 5 whenever it enters into any new consulting agreement during the term of the Contract.
- C. With regard to a State contract, as defined in Public Act No. 07-1, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the Proposal in response to this RFP must expressly acknowledge receipt of the State Elections Enforcement Commission's notice, as attached in **Appendix D**, advising prospective state vendors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
- D. Pursuant to Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every vendor is required to provide the State with documentation to support the vendor's nondiscrimination agreements and warranties. Copies of two certification forms (one for businesses and one for individuals) that will satisfy these requirements are attached to this RFP as **Appendix F**. The applicable certification form must be signed by an authorized signatory of the selected Respondent and submitted to the Exchange at the time of Contract execution.

VI. Execution of Contract

This RFP is the instrument through which Proposals are solicited and is not a contract. Upon the Exchange's selection of a Respondent firm, the firm must enter into a Contract with the Exchange

substantially in the form of the contract set out in **Appendix A**. The selected Respondent's Proposal and this RFP may serve as the basis for additional Contract terms. If the Exchange and selected Respondent fail to reach agreement on Contract terms within a timeframe determined solely by the Exchange, then the Exchange may commence and conclude negotiations with other Respondents. The Exchange may decide at any time to start this RFP process again.

VII. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person or entity without the prior written consent of the Exchange. No person or entity, other than the firm to which the Contract was awarded, is permitted to perform work without the prior written approval of the Exchange.

VIII. Compliance with Federal, State and Other Requirements

In the Contract, the selected Respondent will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations of federal, state, municipal or other governmental departments, commissions, boards, bureaus, agencies or instrumentalities.

IX. Executive Orders

The Contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999.

APPENDICES:

APPENDIX A –INDEPENDENT CONTRACTOR AGREEMENT

APPENDIX B – Ethics Form 1 – GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

APPENDIX C – Ethics Form 5 – CONSULTING AGREEMENT AFFIDAVIT

**APPENDIX D –SEEC Form 10 – NOTICE OF CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS**

APPENDIX E – NONDISCRIMINATION CERTIFICATION

Appendix A

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement"), entered into on this ____ day of ____, 2021 (the "Effective Date"), between the Connecticut Health Insurance Exchange d/b/a Access Health CT, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut 06103 (the "Exchange") and _____, a _____ [corporation, partnership, etc.] with an office at _____ (the "Contractor").

WHEREAS, the Exchange requires _____. This project will support the Exchange's _____;

WHEREAS, the Contractor possesses experience and qualifications to perform the Services (defined below); and

WHEREAS, the Exchange wishes to engage the Contractor to perform the Services.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The Exchange desires the Contractor to perform, and the Contractor agrees to perform, the services specified in Exhibit A (the "Services").
2. Administration.
 - a. The individuals in charge of administering this Agreement on behalf of the Exchange and the Contractor, respectively, are set forth on Exhibit A.
 - b. If the Exchange requests that a staff member of the Contractor no longer provide services to the Exchange under this Agreement, the Contractor shall remove such staff member from the assignment within seven (7) days. Upon the request of the Exchange, the Contractor shall augment the remaining staff with staff acceptable to the Exchange.
3. Time of Performance and Term.
 - a. The Contractor shall perform the Services at such times and in such sequence as may be reasonably requested by the Exchange. The Contractor shall comply with any timeline or deadlines set forth in Exhibit A.
 - b. Except as otherwise set forth in Exhibit A, this Agreement will run from its Effective Date until the completion of the Services to the reasonable satisfaction of the Exchange, unless sooner terminated as provided in Section 4.
4. Termination.
 - a. Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time for any reason. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date.

- b. Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice) and provide the Exchange with a final invoice for Services performed as of the effective date of termination. Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 8(a) below), in its possession, custody or control; with the exception of one copy being retained to keep record of obligations subject to the confidentiality obligations set forth in Section 14.
- c. Within forty-five (45) days of final billing, the Exchange shall pay the Contractor for Services completed to the reasonable satisfaction of the Exchange and for any out-of-pocket costs to which the Contractor is entitled pursuant to Exhibit A. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.

5. Payment.

- a. The Exchange agrees to compensate the Contractor as set forth in Exhibit A.
- b. The Exchange will compensate Contractor for the Services only after the submission of itemized documentation, in a form acceptable to the Exchange. Unless otherwise specified in Exhibit A, the Contractor shall bill the Exchange on a monthly basis with payment due no sooner than thirty (30) days from the receipt of the invoice. The Exchange may require the Contractor to submit such additional accounting and information as it deems to be necessary or appropriate, prior to authorizing payment under this Section. Invoices submitted late by the Contractor may result in delayed payment.
- a. The Exchange agrees to reimburse the Contractor for those out-of-pocket disbursements and expenses (at cost), as are detailed in Exhibit A, or as otherwise approved in writing in advance by the Exchange. The Exchange shall not reimburse the Contractor for any overhead-related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, proofreading staff, meals and in-state transportation costs.
- b. The Exchange may set off any costs or expenses that it incurs because of Contractor's unexcused non-performance under this Agreement against those undisputed amounts that are due or may become due from the Exchange to the Contractor under this Agreement, or any other agreement that the Contractor has with the Exchange. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of this Agreement and the Exchange reserves its right to exercise any, and all other remedies available to it, all of which remedies shall survive any setoffs.

6. Cross Default.

- a. If the Contractor breaches, defaults or in any way fails to perform satisfactorily under this Agreement, then the Exchange may treat any such event as a breach, default or failure to perform under any other agreements or arrangements ("Other Agreements") that the Contractor has with the Exchange. Accordingly, the Exchange may then exercise any, and all of its rights or remedies provided for in this Agreement or Other Agreements, either selectively or collectively and without such election prejudicing any other rights or remedies of the Exchange, as if the Contractor had breached the Other Agreements.

- b. If the Contractor breaches, defaults or in any way fails to perform satisfactorily under any Other Agreements with the Exchange, then the Exchange may, without any action whatsoever required of the Exchange, treat any such event as a breach, default or failure to perform under this Agreement. Accordingly, the Exchange may then exercise any, and all of its rights or remedies provided for in the Other Agreements or this Agreement, either selectively or collectively and without such election prejudicing any other rights or remedies of the Exchange, as if the Contractor had breached this Agreement.
7. Representations and Warranties. The Contractor represents and warrants to the Exchange for itself and for the Contractor Agents (as defined herein), as applicable, that:
- a. The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services;
 - b. The Contractor and Contractor Agents duly and validly exist under the laws of their states of organization and possess authorization to conduct business in the State of Connecticut in the manner contemplated by this Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;
 - c. The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;
 - d. Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;
 - e. Neither the Contractor nor any Contractor Agent has been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;
 - f. Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above;
 - g. None of the Contractor's prior contracts with any governmental entity have been terminated by the governmental entity for cause; and
 - h. The Contractor will not use Contractor Agents to perform the Services who are not employees of the Contractor without the Exchange's prior written consent. Upon receipt of such consent and prior to the performance of the Services by such Contractor Agent, the Contractor shall secure an assignment to the Exchange of any Work Product (as defined in Section 8 (c)) produced by such Contractor Agent.
8. Records/Intellectual Property.
- a. The term "Records" means all working papers and such other information and materials Contractor or Contractor Agents accumulate or generate in performing under this Agreement, including, but not limited to, Work Product, artifacts, documents, source data, code, source

code output, execute decks, presentations, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.

- b. The Contractor, upon written request from the Exchange, shall promptly give to the Exchange, all original Records, or, in the sole discretion of the Exchange, copies thereof. The Contractor shall otherwise maintain all original Records, or copies thereof, for a period of ten (10) years after the termination of this Agreement.
- c. The term “Work Product” means every task and deliverable set forth in Exhibit A, milestone, invention, modification, discovery, design, development, customization, configuration, improvement, process, software (excluding pre-existing intellectual property of Contractor, Contractor Agents, subcontractors or third parties), work of authorship, documentation, formula, datum, code technique, know how, secret, or intellectual property whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is made, conceived, discovered, or reduced to practice by Contractor or Contractor Agents or subcontractors (either alone or with others) on behalf of the Exchange pursuant to this Agreement.
- d. The Exchange shall own all Records resulting from the Services rendered by Contractor or the Contractor Agents under this Agreement and no else shall have any right, including, but not limited to, any copyright, trademark, or other intellectual property rights in those Records. Contractor shall ensure the Contractor Agents assign to the Exchange any rights they have in the Work Product. All Work Product is a “work made for hire” under U.S. Copyright law and owned solely by the Exchange. In the event and to the extent the Work Product or any portion thereof is deemed for any reason not to be a “work made for hire,” Contractor agrees to and does hereby assign to the Exchange all right, title and interest to such Work Product.
- e. The Contractor represents and warrants that the Services and all Work Product resulting from the Services (except the accurate reproduction of information or materials supplied by the Exchange) will not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right. Notwithstanding anything set forth in this Agreement, Contractor shall not use any third-party materials or pre-existing material, including without limitation, open source software or software owned by or licensed to the Contractor, in the Services or any Work Product resulting from the Services, without the Exchange’s prior written consent; provided that upon receipt of such consent, the Contractor shall secure for the Exchange an assignment or perpetual non-cancellable sublicense from such third party to use such software or materials as agreed to by the Exchange, or such materials shall not be used to provide the Services.
- f. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

9. Insurance.

- a. Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:
 - i. Commercial General Liability: Contractor shall maintain commercial general liability coverage in the minimum amount of One Million Dollars (\$1,000,000) combined single

limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.

- ii. Automobile Liability: Contractor shall maintain automobile coverage in the amount of Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.
 - iii. Workers' Compensation and Employer's Liability: Contractor shall maintain coverage in compliance with applicable workers' compensation laws. Coverage shall include Employer's Liability with minimum limits of One Hundred Thousand Dollars (\$100,000) each accident, Five Hundred Thousand Dollars (\$500,000) Disease - Policy Limit, and One Hundred Thousand Dollars (\$100,000) Disease - each employee.
 - iv. Professional Liability: Contractor shall maintain Errors and Omissions coverage in a form acceptable to the Exchange in the minimum amount of Two Million Dollars (\$2,000,000) per claim and an annual aggregate of \$2,000,000. The Professional Liability Insurance shall include a \$500,000 per claim and in the aggregate endorsement for Network Liability with cyber coverages for defense and damages for security and privacy, regulatory action, loss mitigation and forensics. If an endorsement is not made, the Contractor must obtain a separate Network policy.
- b. Except for automobile coverage, the Exchange and the State shall be named as additional insureds on the policies described in Section 9(a) and all such policies shall be endorsed accordingly. Coverage required under this Agreement shall be primary over any insurance or self-insurance program carried by the Exchange or the State. The insurance policies required hereunder shall include provisions: (i) stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Exchange, the State and their respective officers, agents, employees, and volunteers; and (ii) preventing cancellation or non-renewal without at least 45 days (10 days for nonpayment of premium) prior notice.
- c. Contractor shall provide certificates evidencing the insurance coverage required by this Agreement to the Exchange upon execution of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the Exchange certificates of insurance evidencing renewals thereof.

10. Indemnification.

- a. The Contractor shall indemnify, defend, and hold harmless the Exchange, the State and their respective officers, directors, representatives, agents, employees, successors, and assigns from and against any and all Claims (as defined below), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement and resulting from (a) misconduct or negligent or wrongful acts (whether of commission or omission) of the Contractor or any of the Contractor's Agents under the supervision or control of the Contractor

while rendering professional services under this Agreement, or (b) any breach or non-performance by the Contractor of any representation, warranty, duty, or obligation of the Contractor under the Agreement ((a) and (b) each and collectively, the “Acts”). The term “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any form, including without limitation any third party infringement claims; claims arising out of the acts or omissions of the Contractor’s Agents and claims arising out of a breach of the Contractor’s representations and warranties.

- b. The term “Contractor Agents” means the Contractor’s members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

11. Independent Contractor. The Contractor is an independent contractor of the Exchange. This Agreement will not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and the Exchange. The Contractor is solely liable for all wages, benefits and tax withholding for itself and shall comply with all applicable tax laws. Neither party is an agent of the other nor will either party have any authority to bind the other.

12. Compliance with Laws. The Contractor and Contractor Agents shall comply with all applicable state and federal laws and municipal ordinances in satisfying obligations under this Agreement, including, but not limited to, Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics. In any event, the Contractor shall be liable for the acts or omissions of the Contractor Agents.

13. Notice of Special Compliance Requirements. The Contractor shall comply with all provisions set forth on Exhibit B with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, and Applicable Executive Orders.

14. Confidentiality.

- a. In the event and to the extent that the Contractor or its Contractor Agents have access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data and personally identifiable information, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form (“Confidential Information”), the Contractor agrees, for itself and its Contractor Agents, to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange’s prior written consent. The Contractor and its Contractor Agents shall comply with all applicable laws regarding personally identifiable information, including without limitation, the privacy and security standards and obligations adopted in accordance with 45 C.F.R. § 155.260(b)(3), and those privacy and security standards and obligations are hereby incorporated into this Agreement by reference. If the Contractor or its Contractor Agent is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.

- b. With respect to the Contractor's obligations to maintain the privacy and security of personally identifiable information:
 - i) The Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls;
 - ii) The Contractor shall promptly inform the Exchange of any change in its administrative, technical or operational environments that would require an alteration of the standards of this Agreement; and
 - iii) The Contractor shall bind any subcontractor to the same privacy and security standards and obligations to which the Contractor has agreed in this Agreement.
- c. The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, may not be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession, which the Exchange believes it is required to disclose pursuant to FOIA or any other law. For any information that Contractor believes to be exempt from disclosure under FOIA, Contractor must identify the specific information, provide an explanation and rationale sufficient to justify each claimed exemption consistent with Connecticut General Statutes § 210(b) and provide a redacted version of the document. For the avoidance of doubt, Contractor cannot claim a general exemption from FOIA for the entirety of any document.

15. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

If to the Exchange:

Connecticut Health Insurance Exchange
280 Trumbull Street
Hartford, CT 06103
Attention: Director of Legal and Governmental Affairs

If to the Contractor:

16. Miscellaneous.

- a. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.

- b. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Contractor may not assign this Agreement or delegate its duties without the Exchange's prior written permission. Any assignment in violation of this provision will be null and void. The Exchange may transfer or assign its rights and obligations under this Agreement without the prior written consent of the Contractor. This Agreement shall not be binding on the Exchange, and the Exchange shall assume no liability for payment for Services, unless and until a copy of the Agreement, executed on behalf of each party, is delivered by the Exchange to the Contractor.
- c. If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, provided that neither party would then be deprived of its substantial benefits hereunder.
- d. The Exchange and the Contractor shall not be excused from their obligations to perform in accordance with this Agreement, except in the case of force majeure events and as otherwise provided for in this Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the reasonable control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- e. The Contractor shall not refer to the Services provided to the Exchange hereunder for the Contractor's own advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Exchange's prior written approval.
- f. The Contractor shall cooperate with any, and all, audits or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall provide billing in a format, which will facilitate audit or review.
- g. The Contractor shall continue to perform its obligations under this Agreement while any dispute concerning this Agreement is being resolved, unless otherwise instructed by the Exchange in writing.
- h. Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.
- i. Nothing in this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.

- j. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.
- k. Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination, including without limitation, any assignment, license, confidentiality, warranty and indemnification obligations.
- l. This Agreement, including all exhibits and schedules hereto, constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.
- m. No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.
- n. This Agreement may be executed in any number of counterparts and by electronic, facsimile or e-mailed signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

IN WITNESS WHEREOF, the duly authorized representative of each party has read and signed this Agreement.

**CONNECTICUT HEALTH
INSURANCE EXCHANGE d/b/a
ACCESS HEALTH CT**

By: _____
Name:
Title:

Date: _____

[CONTRACTOR]

By: _____
Name:
Title:

Date: _____

Exhibit A

Services

The Contractor shall perform the following services under this Agreement (the "Services"):

Staffing

The staff members of the Contractor primarily responsible for the performance of this Agreement are _____. The Contractor may not change these individuals without the prior written consent of the Exchange, which consent will not be unreasonably withheld.

Administration

The individual in charge of administering this Agreement on behalf of the Exchange is _____.

The individual in charge of administering this Agreement on behalf of the Contractor is _____.

Deadlines/Timeline

Contractor shall perform the Services in a timely manner consistent with the needs of the Exchange, recognizing that the Exchange will require immediate assistance. If not sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall expire on _____, 2015.

Compensation

The Exchange shall pay the Contractor on an hourly basis for the Services rendered under this Agreement at the all-inclusive hourly rates as follows:

[INSERT RATE TABLE]

The Contractor shall be compensated solely for work performed, documented and accepted by the Exchange. The maximum total amount that the Contractor may be paid under this Agreement shall not exceed _____ Dollars (\$_____).

Billing

The Contractor shall submit invoices to the Exchange on a monthly basis in accordance with any invoice submission instructions provided by the Exchange. Invoices shall, at a minimum, include the Contractor name, purchase order number and/or contract number (if applicable), the billing period, the dates worked, the number of hours worked each day (billed to the tenth of an hour within a single workday)

with a brief synopsis of the work performed, the rate being charged for the Contractor, and the total cost for the Contractor's work during the billing period.

Exhibit B

A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit B, the following terms are defined as follows:
- i. “Commission” means the Commission on Human Rights and Opportunities;
 - ii. “Contract” and “contract” include any extension or modification of this Agreement;
 - iii. “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
 - iv. “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose;
 - v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. “marital status” means being single, married, widowed, separated or divorced as recognized by the State of Connecticut (the “State”);
 - viii. “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders,” or a record of or regarding a person as having one or more such disorders;
 - ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a

municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State

and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided that if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

B. Certain State Ethics Requirements

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor Malloy's Executive Order No. 49, the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts valued at \$50,000 or more. Contractors must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these CT HIX Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor

The Contractor shall comply, to the extent applicable, with 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. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

Appendix A

Required Ethics and Nondiscrimination Certifications

INCLUDE APPLICABLE CTHIX Ethics Forms and Notices:

- (1) Ethics Form 1: State of Connecticut Gift and Campaign Contribution - \$50,000 or more
- (2) Ethics Form 3: Certification of State Agency Official or Employee Authorized to Execute Contract
–\$50,000 or more; EXECUTED BY EXCHANGE
- (3) Ethics Form 5: Consulting Agreement Affidavit - \$50,000 or more
- (4) SEEC Form 10 - \$50,000 or more
State Guide to Code of Ethics for Current or Potential State
- (5) Nondiscrimination Form A: Representation by Individual
- (6) Nondiscrimination Form C: Affidavit by Entity, Contracts \$50,000 or more

Appendix B

Ethics Form 1: State of Connecticut Gift and Campaign Contribution



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a **Connecticut Health Insurance Exchange** 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>

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>

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__ .

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



Appendix C

Ethics Form 5: Consulting Agreement Affidavit

Appendix D

SEEC Form 10: Notice of Campaign Contribution and Solicitation Limitations

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

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 result in 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.



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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

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"

Appendix E

Nondiscrimination Forms

A (Representation by Individual) and C (Affidavit by Entity)



**CONNECTICUT HEALTH INSURANCE EXCHANGE
NONDISCRIMINATION CERTIFICATION – Representation
By Individual**

Written representation that 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 individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with **The Connecticut Health Insurance Exchange**, regardless of contract value. Submit to **The Connecticut Health Insurance Exchange** prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____, of _____,
Signatory Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signatory

Date

Printed Name



CONNECTICUT HEALTH INSURANCE EXCHANGE
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 Connecticut Health Insurance Exchange** 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 the Superior Court or Notary Public. Submit to **The Connecticut Health Insurance Exchange** 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 _____ of _____, an entity

Signatory's Title

Name of Entity

duly formed and existing under the laws of _____.

Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____

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

Date

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20_____.

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

Commissioner Expiration Date