

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

**REQUEST FOR PROPOSALS (RFP)
FOR
NAVIGATOR GRANT PROGRAM**

April 15, 2024



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1. BACKGROUND

The primary mission of the Connecticut Health Insurance Exchange d/b/a Access Health CT (“Access Health CT” or the “Exchange”), Connecticut’s official state-based health insurance marketplace, is to increase the number of insured residents, improve health care quality, lower costs, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health plan and provider that give them the best value.

To accomplish this mission and meet certain requirements of the Patient Protection and Affordable Care Act (“ACA”), Access Health CT has developed an online shopping and enrollment experience for state residents and small businesses, as well as an extensive marketing, communication, and outreach infrastructure, to raise awareness of health insurance options and facilitate consumer and small business enrollment into healthcare coverage.

The Exchange has identified an opportunity to engage with organizations that share a common mission and have a strong connection with target communities in Connecticut. To meet the requirements of the ACA and to support our corporate goals and initiatives, the Exchange seeks qualified Respondents for its Navigator Grant Program (the “Navigator Program”). The Navigator Program will allow the Exchange to deepen its community relationships with the goal to engage, educate, inform, and enroll individuals in target communities throughout Connecticut, particularly in minority communities that experience significant health disparities and higher uninsured rates.

Marketplace research has shown that individuals respond best to their own set of trusted advisors and local leaders. While family and friends are usually the most influential people in a person’s network, relevant community messengers are also very effective at breaking down communication barriers and spreading Access Health CT’s brand and mission.

Accordingly, the Exchange seeks to partner with community organizations that are viewed as a trusted, local community voice with a presence in key communities across Connecticut. These organizations should have existing relationships with targeted groups, small businesses, consumers, or self-employed individuals likely eligible for enrollment in a Qualified Health Plan (QHP) or Medicaid/HUSKY.

To learn more about how health disparities disproportionately affect minority communities, download Access Health CT’s study: [Health Disparities and Social Determinants of Health in Connecticut](#). Please also review Access Health CT’s [2024 Open Enrollment Summary](#), for more information about the Exchange’s outreach efforts.

Our Values in Action

At Access Health CT, it is with our customers and our employees in mind that we seek to promote these collective values and to live by these behaviors. Our culture of acceptance welcomes and values everyone. We challenge the status quo to find new ways to grow and improve our community, our company and ourselves. Our people take pride in the service we provide, and in the spirit of the common good that we share.

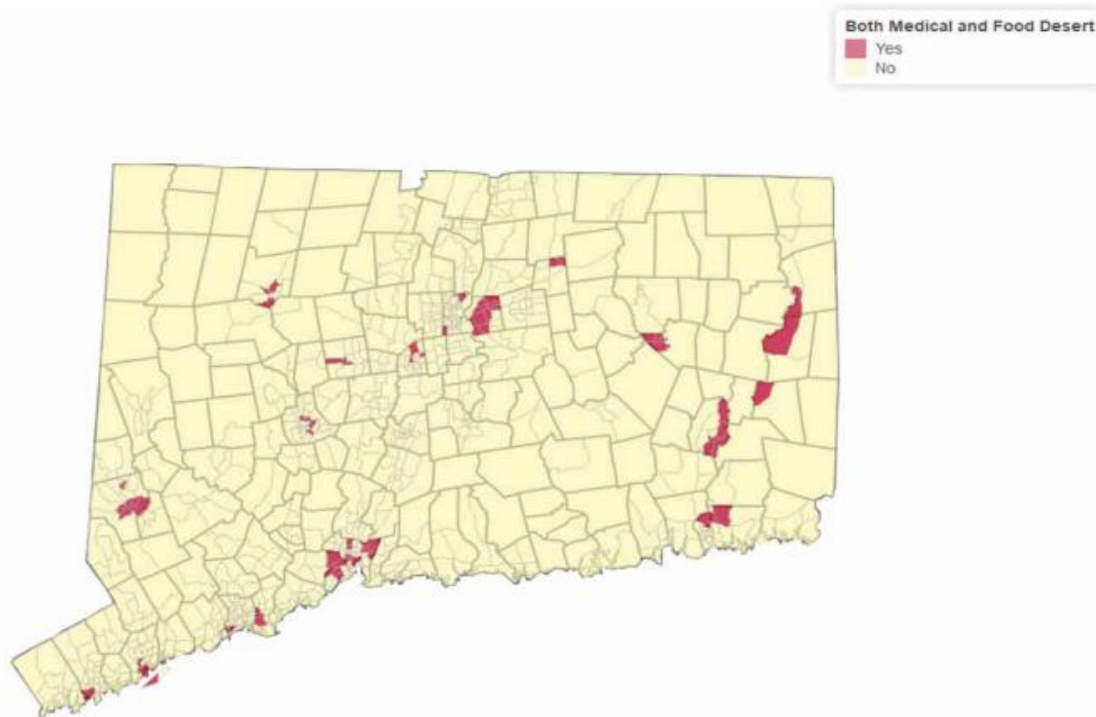
- ❖ **Authenticity:** Act with sincerity, credibility, and self-awareness
- ❖ **Integrity:** Commit to doing the right thing with genuine intention
- ❖ **Excellence:** Aim high and challenge the status quo
- ❖ **Ownership:** Take responsibility and initiative
- ❖ **One Team:** Collaborate to succeed
- ❖ **Passion:** Dedication to creating opportunities for great health and well-being

2. SCOPE OF WORK

ELIGIBLE ENTITIES

- I. To receive a grant under the Exchange’s Navigator Program, eligible Respondents must:
 - i. Be capable of performing the duties described below during the period of July 1, 2024 – June 30, 2025 (the “Navigator Term”) and any renewal Navigator Term thereafter;
 - ii. Have enough office space and infrastructure (e.g. computers/laptops, internet connection, chairs, tables, etc.) at its business location to perform the duties described below. Please note, Access Health CT will provide laptops for enrollment purposes only; the Navigator needs to provide their own laptops for other program activities;
 - iii. Have office space that has private spaces for consultations with consumers;
 - iv. Have free parking and be close to public transportation;
 - v. Be open, at a minimum, Monday-Friday;
 - vi. Be located in an easy-to-find, accessible area that welcomes visitors for other services;
 - vii. Ideally, be in a geographic area, or in reasonable proximity to a geographic area, that is classified as a food and a medical desert by the U.S. Department of Agriculture and the Health Resources and Services Administration, respectively. Seventy-six of Connecticut’s 833 census tracts are both food and medical deserts (see graphic below).
 - Sixteen Connecticut cities have two or more census tracts that are both food and medical deserts.
 - Residents of these dual desert neighborhoods are twice as likely to be in poverty and without health insurance. Their life expectancy is 4 years less than the life expectancy of people who do not live in food or medical deserts.
 - Connecticut cities with 4 or more census tracts that are food and medical deserts, and the number of such tracts per city:
 - Danbury, 8; East Hartford, 9; Hartford, 3; New Britain, 3; New Haven, 11; Norwalk, 3; Norwich, 4; Stratford, 3; Torrington, 3; Waterbury, 5; West Haven, 5; Windham, 4.
 - In some cities, a majority of residents live in both food and medical desert census tracts: Danbury, 54%; East Hartford, 70%; Norwich, 63%; Windham, 72%;

Figure 5. Food Deserts and Medically Underserved Areas in Connecticut Towns.



Description: Connecticut Census Tracts that have been designated as both food deserts and Medically Underserved Areas (MUAs) are highlighted in red.

Food deserts are defined by USDA as Low-Income Tracts at least 500 people or 33% of the population living more than 0.5 miles (in urban areas) or more than 10 miles (in rural areas) from the nearest supermarket supercenter, or large grocery store.²³

Medically Underserved Areas (MUAs) are census tracts designated by the Health Resources and Services Administration to have too few primary care providers, high infant mortality, high poverty, and/or a large elderly population.²⁴

- viii. Demonstrate to the Exchange that the Respondent has existing relationships, or could readily establish relationships, with target populations, employers and employees, consumers (including the uninsured and underinsured), or self-employed individuals likely to be eligible for enrollment in a QHP;
- ix. Build a 12-month community outreach plan that details projects focused on (1) increasing awareness and enrollment for individuals and small businesses in your organization's targeted communities around the state, and (2) increasing engagement, education, information, and enrollment so residents can get, keep, and use their health insurance plan benefits;
- x. Complete the Exchange's Navigator Training Program and meet any related certification requirements prescribed by the Exchange;
- xi. Not have a conflict of interest during the Navigator Term;
- xii. Comply with the Exchange's Privacy Policy and the privacy and security safeguards applicable to non-Exchange entities set forth in 45 CFR §155.260;
- xiii. Execute an agreement with the Exchange, substantially in the form of the draft contract set forth in **Appendix A** (the "Contract"); and

- II. The following types of entities are eligible to receive a Navigator Grant:
 - i. A trade, industry or professional association;
 - ii. A community and consumer-focused nonprofit group;
 - iii. A chamber of commerce;
 - iv. A labor union; or
 - v. A small business development center.

- III. A Navigator cannot be a health insurer or an issuer of stop loss insurance; a subsidiary of a health insurance or stop loss insurance issuer; an association that includes members of, or lobbies on behalf of, the insurance industry; or receive any consideration directly or indirectly from any health insurance insurer or issuer of stop loss insurance in connection with any QHP or non-QHP enrollments (such as commissions).

DUTIES OF NAVIGATORS

- I. Navigators will perform the following duties:
 - i. Maintain expertise in eligibility, enrollment, and program specifications, and conduct public education activities to raise awareness about the Exchange.
 - ii. Provide information and services in a fair, accurate, and impartial manner which includes:
 - 1. Providing information that assists consumers with submitting the Exchange’s eligibility application;
 - 2. Clarifying the distinctions among health coverage options, including QHPs and Medicaid/HUSKY Health;
 - 3. Helping consumers make informed decisions during the health coverage selection process, including directing consumers to the Exchange’s Certified Independent Brokers for advisement on health plan selection; and
 - 4. Providing information about the availability of financial help (e.g. Premium Tax Credits and Cost-Sharing Reductions) or programs (e.g. the Covered Connecticut Program).
 - iii. Assist and facilitate enrollment into a QHP, and if applicable, Medicaid/HUSKY Health or Children’s Health Insurance Program (“CHIP”) coverage.
 - iv. Provide referrals to the Office of the Healthcare Advocate, health insurance ombudsman, or other appropriate agencies for any enrollee with a grievance, complaint, or question regarding a health plan, coverage, or a determination under such plan or coverage.
 - v. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.
 - vi. Inform applicants, prior to receiving assistance, of the functions and responsibilities of Navigators, including that Navigators are not acting as tax advisers or attorneys when assisting consumers and cannot provide tax or legal advice.
 - vii. Receive authorization from applicants to access their Personally Identifiable Information (“PII”) and retain such authorization in accordance with the Exchange’s record retention policies; inform applicants of their ability to revoke such authorization at any time.
 - viii. Provide targeted assistance to underserved or vulnerable populations as identified by the Exchange.
 - ix. Provide information and assistance on the process of filing Exchange eligibility appeals.

- x. Provide information and assistance, including referrals to the Internal Revenue Service (“IRS”), tax advisers/preparers or other related resources, if necessary, regarding:
 - 1. The basic concepts and rights related to health coverage and how to use it.
 - 2. The availability of exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment that are claimed through the tax filing process and how to claim them.
 - 3. The Exchange-related components (Form 1095-A) of the Premium Tax Credit reconciliation process.
 - xi. Execute all approved projects and tactics in the Navigator’s community outreach plan and any other projects assigned by the Exchange.
- II. Navigators will assist the Exchange with several initiatives including, but not limited to, the following:
- i. Community Outreach
 - 1. Build a 12-month community outreach plan (the “Community Outreach Plan”) that:
 - i. Helps reduce health disparities in communities around the state;
 - ii. Engages, educates, informs, and helps increase enrollment so that Connecticut residents can get, keep, and use their health insurance plan benefit;
 - iii. Identifies community partners who could actively support Access Health CT’s health equity initiatives and create opportunities for one-on-one conversations to help the hard to reach become more comfortable with health insurance; and
 - iv. Features a small business outreach focus.
- Note: Access Health CT recently completed a study called [Health Disparities and Social Determinants of Health in Connecticut](#). Please review this study and use it to guide your Community Outreach plans.
- 2. Assist the Exchange in promoting events in available mediums/platforms (e.g. newsletter, bulletin boards, emails, social media, public relations, phone calls, etc.).
 - 3. Identify and increase the number of leaders and community influencers to:
 - i. Engage with and promote Access Health CT initiatives and events;
 - ii. Convene one (1) meeting of regional leaders and Access Health CT senior leadership; and
 - iii. Assist with brand awareness.
 - 4. Information sharing:
 - i. Contribute ideas for webinars, printed material, speaking opportunities, and potential outreach tour events;
 - ii. Provide insight into local communities to Access Health CT, allowing for a deeper connection with a wider group of residents; and
 - iii. Share pertinent information about Access Health CT with residents, community influencers, and stakeholders, including distributing brochures, pamphlets, or posters in targeted locations (e.g. local small businesses, supermarkets, pharmacies, etc.)
 - ii. Marketing

1. Actively engage in social media promotion via X (fka Twitter), Facebook, LinkedIn and Instagram by sharing Access Health CT posts and events; escalate issues that emerge online to the Access Health CT team.
2. Share local media contacts for paid and organic efforts including co-branded and co-op opportunities.
3. Work with Access Health CT team to develop content for social and web platforms, highlighting the importance of healthcare and preventive services to address health disparities that exist in Connecticut.
4. Distribute Access Health CT (individual and small business) health insurance, dental insurance and health equity collateral, posters, and other communications to help spread the word in communities throughout Connecticut.
5. Increase Access Health CT brand visibility, perception, and awareness via events, enrollment events, sponsorships, meetings, speaking engagements, etc.

Community Outreach Plan Requirements

Respondent’s Community Outreach Plan must incorporate the initiatives set forth above in the “Duties of Navigators” section, and provide enough details as illustrated below (note, the narratives are examples; project narratives should correspond to Respondent’s intended goals of each proposed project):

Description	Should answer	Narrative Example
Project Goal	What	<i>Execute Monthly Educational Webinars to Community in North end of Hartford.</i>
Project Reason	Why	<i>Raise awareness and prepare community for the Annual Open Enrollment Period and increase enrollment in communities of color in the North end of Hartford.</i>
Detailed Tactics	How	<ul style="list-style-type: none"> • <i>Organize 12 online webinars with community leaders.</i> • <i>Topics will include July: A, August: B, Sept.: C etc.</i> • <i>The webinars will be promoted via email/calls to our internal list of community leaders.</i>
Timing	When	<i>Monthly starting July 2024 and ending June 2025.</i>
Specific Target Audience(s)	Who	<i>Community leaders North end of Hartford including: X,Y,Z.</i>
Measures of Success	Measuring	<i>Minimum of 10 people participating on the webinar.</i>
Expected Results	Results	<i>Navigator will request participants to help spread the word and post Access Health CT’s marketing assets on social media. Navigator to follow up with each participant to answer any questions and provide all educational materials discussed in the webinar.</i>
Dependencies	Dependencies	<i>Navigator to coordinate with Access Health CT to collaborate with the presentation.</i>
Detailed Budget	Cost to execute project	<i>No additional cost.</i>

Please include estimated staffing costs associated with the execution of all the proposed projects outlined in your Community Outreach Plan.

ACCOUNTABILITY REPORTING REQUIREMENTS

Navigators must comply with the following reporting requirements:

- i. Submit bi-weekly, monthly, and six-month reports and an annual summary report on outreach plan progress. The Exchange will provide a report template.
- ii. Participate in calls with Access Health CT and other Navigators to share updates, best practices, and make recommendations on program adjustments.
- iii. Maintain accurate records, track against program budget and provide such records to Access Health CT upon request.
- iv. Attend in-person meetings as necessary to present on outreach and/or enrollment work, including Board of Director meetings as requested by the Exchange.
- v. At end of the Navigator Term, provide the Exchange a comprehensive report of the Navigator's efforts in performing the required duties and initiatives.

PROHIBITED NAVIGATOR CONDUCT

Navigators cannot:

- i. Charge any applicant or enrollee, or request or receive any form of remuneration from or on behalf of an individual applicant or enrollee, for application or other assistance related to Navigator duties.
- ii. Provide to an applicant or potential enrollee gifts of any value as an inducement for enrollment. The value of gifts provided to applicants and potential enrollees for purposes other than as an inducement for enrollment must not exceed nominal value, either individual or in the aggregate, when provided to that individual during a single encounter. The term "gifts" includes gift cards, cash cards, cash, and promotional items that market or promote the products or services of a third party.
- iii. Initiate any telephone call to a consumer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the Navigator has a relationship with the consumer and so long as other applicable State and Federal laws are otherwise complied with.

GRANT AWARD

The Exchange will award Navigator Grants based on each selected Respondent's proposed Community Outreach Plan, which must include a budget reflecting all necessary costs to perform the Navigator duties (e.g. travel, mileage, sponsorship, community event costs, program materials, supplies, staffing, etc.). During the entire term of the contract, Navigator entities will perform outreach, education, enrollment, renewal assistance, and post-enrollment support activities.

Access Health CT has **allocated Three Hundred Eighty Thousand Dollars (\$380,000.00)** for Navigator Grants for its 2025 fiscal year, but this amount is subject to change. Final grant awards will be at the discretion of Access Health CT based on an analysis of community impact, past productivity metrics,

historical reports, and application contents. The Exchange will include Navigator Grant disbursement details in the contract. The Exchange reserves the right to modify the grant award amounts at any time during the Navigator term.

Please note, Navigator Grants cannot be used to purchase computers/laptops or other infrastructure-related resources.

TRAINING REQUIREMENTS

- I. The Exchange's Training Department will develop and provide all entities and individuals carrying out Navigator functions under the Navigator Program a core training curriculum (the "Core Training Curriculum") that will ensure expertise in:
 - i. The applicable provisions of the ACA and the Connecticut Medicaid Program;
 - ii. The needs of underserved and vulnerable populations, including cultural and linguistic appropriate access;
 - iii. Eligibility and enrollment rules and procedures;
 - iv. The range of QHP options and affordability programs;
 - v. The privacy and security standards applicable under 45 CFR §155.260;
 - vi. The process of filing Exchange eligibility appeals;
 - vii. General concepts regarding exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment, including the application process for exemptions granted through the Exchange, and IRS resources on exemptions;
 - viii. The Exchange-related components (Form 1095-A) of the Premium Tax Credit reconciliation process and IRS resources on this process;
 - ix. Basic concepts and rights related to health coverage and how to use it;
 - x. Providing referrals to IRS, tax advisers/preparers or other related resources;
 - xi. Exchange eligibility and enrollment system; and
 - xii. Special Enrollment Period and Verification Checklist requirements.

- II. Additional training may include but is not limited to:
 - i. Grant reporting requirements
 - ii. Community outreach initiatives
 - iii. Marketing strategy
 - iv. Presentation skills
 - v. Social media skills
 - vi. Event planning
 - vii. Workplace harassment
 - viii. Inclusion and diversity
 - ix. Ethical guidelines for community engagement
 - x. Exchange web portal and systems

- III. Following the completion of the Core Training Curriculum, the Exchange's Training Department will administer a certification exam, which Navigators must pass before assisting consumers or performing any other Navigator duties.

- IV. The Exchange may require Navigators to complete additional training as may be necessary at any time

during the Navigator Term.

ADDITIONAL EXCHANGE RESOURCES

- I. Depending on staffing structure, the Exchange may provide each Navigator with one (1) to two (2) laptops for use in enrolling consumers in health coverage.
- II. During the high-volume season (November – February), the Exchange **may** provide individuals from the Exchange’s Call Center (the Exchange will bear the cost of these resources) to work onsite at the Navigator location to assist with enrollments. These additional resources may not be available to all Navigators.
- III. The Exchange’s Community Outreach Supervisors will oversee the day-to-day operations of the Navigator Program.

3. NAVIGATOR APPLICATION REQUIREMENTS

I. Respondents to this RFP must include the following information in their Proposal:

- i. Organizational information including: name, type (e.g. tax-exempt, 501(c)(3), LLC, Corp., etc.), background (i.e. mission, vision, programs), staffing structure, and location(s);
- ii. Geographic reach;
- iii. Demographics of communities served (e.g. race, age, income level, etc.);
- iv. An explanation of the organization's qualifications and summary of any past projects that would enable your organization to serve as a Navigator and perform the work described in Section 2 ("Scope of Work"). Responses should demonstrate experience reaching hard-to-reach populations and an adaptive approach to varying ethnic, cultural, linguistic, literacy, and health literacy requirements of people served;
- v. Proposed Approach/Project Plan, including the Community Outreach Plan, to address the requirements described in Section 2 ("Scope of Work"). Responses should include innovative tactics to be employed as Navigator, metrics to measure success, and desired outcomes;
- vi. Program budget and budget narrative to justify grant award;
- vii. Navigator staffing structure: 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, their roles, anticipated duties, the number of hours per week they will devote to the Navigator Program, and availability (e.g. weekday, evenings, weekend). Include brief resumes for each.
- viii. Contact information including telephone number and email address for primary contact, address(es), website address, and social media handles;
- ix. 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. References who can speak to Respondent's potential ability to perform the Navigator duties are ideal;
- x. Organizational statement that addresses the following questions:
 - Why is your organization interested in serving as an Access Health CT Navigator?
 - Is your organization passionate about access to health care? Why?
 - Is your organization passionate about reducing health disparities in CT? Why?
 - What outreach does your organization currently conduct around access to health care and reducing health disparities in CT?
 - What communities does your organization currently work with and would such communities be interested in learning more about their health care options?
 - What is your organization's experience working with media (e.g. TV, radio, print, web, social)?
 - Is your organization currently the recipient of any grant(s)? If yes, please describe the purpose of the grant(s) and the impact, if any, the Navigator Grant would have on your organization's other grant awards.

II. Additional responses required in the Proposal:

- i. 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 providing the services set forth herein to the Exchange.

- ii. 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 the failure to modify this term would result in your firm's failure to execute a contract for this engagement. *Please note, the terms in Exhibit B of the Contract and the required certifications in Appendix A to the Contract cannot be altered or modified pursuant to Connecticut state law.*
- iii. 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.
- iv. Describe how your organization intends to perform the Navigator duties in the case of staffing shortages or turnover. Describe how your organization intends to maintain adequate staffing during the open enrollment period when additional staff may be needed.

5. INSTRUCTIONS TO RESPONDENTS

I. RFP Schedule

Activity	Date
Issuance of RFP	April 15, 2024
Written Questions Due	April 26, 2024
Answers Posted	May 6, 2024
Proposals Due	May 15, 2024 by 4:00 p.m. EST
Presentations and/or Site Visits	TBD

Respondents may submit written questions regarding this RFP, **by email only**, directed to Ellyn Laramie (ellyn.laramie@ct.gov), no later than April 26, 2024. The Exchange will post answers by May 6, 2024, only in the form of one or more addenda to this RFP and made available on the Exchange’s website, <https://agency.accesshealthct.com/solicitations>. The Exchange may not post answers to questions received after the deadline. Respondents are responsible for checking the website for any addenda to this RFP.

The Exchange reserves the right to require a presentation from select Respondents. If the Exchange moves forward with presentations, selected Respondent’s key staff, such as the proposed project partner, must be present at the presentation. Selected Respondents should limit their staff participation to no more than five (5) members.

From the date that the Exchange issues this RFP until the date that it awards the Contract(s) to the selected Respondent(s), 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 Proposals

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

- Respondents must email their completed Proposal to: Ellyn Laramie (ellyn.laramie@ct.gov). The Subject line of the email should read: **Navigator Grant Program RFP Proposal – [Your Firm’s Name]**.

All Proposals must be received by the Exchange via e-mail by May 15, 2024, 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 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 comply with these requirements 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.

6. Contents of Proposals

Proposals must include all the following:

1. Cover Letter/Executive Summary & Table of Contents
2. All information and responses requested by this RFP, (including those in Section 3 "Navigator Application Requirements"). Respondents should be prepared using at least as 12-point font type with standard margins in a PDF format. Concise answers are encouraged.
3. A Certificate of Insurance that meets the Insurance requirements set forth in the Contract attached as **Appendix A**.
4. Executed IRS Form W-9
5. Executed & notarized Ethics Form 1 – Campaign Contribution Certification attached as **Appendix B**.
6. Offer of Gratuities Certification (see subsection IX below)

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by Respondents 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.

IX. Offer of Gratuities

Respondents must certify 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 of state officials or employees from the Respondent, the Respondent'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.

X. Validation of Proposals

Each 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 Respondent to submit and deliver the Proposal and subsequently to enter into, execute and deliver, and perform the Contract.

7. ADDITIONAL TERMS AND CONDITIONS

I. Ownership of Proposals

All Proposals will 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 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 firm.

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. All materials associated with this RFP, however, 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, the Respondent must specifically identify those particular sentences, paragraphs, pages, or sections that the Respondent believes to be exempt from disclosure under FOIA. Convincing explanation and rationale sufficient to justify each exemption consistent with § 1-210(b) of FOIA must accompany the Proposal. Any submitted Proposal and the fully executed Contract will be considered public information and subject to FOIA. 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 is required to be disclosed pursuant to FOIA or any other law.

V. Statutory and Regulatory Compliance

By submitting a Proposal in response to this RFP, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

- A. Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
1. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and 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 requests 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;
 2. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
 3. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

- B. Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 resulting contract must represent that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in “Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.” Such notice is available at:
- https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf
- C. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 through 43, inclusive.** CT statute and regulations impose certain obligations on the Exchange (as well as contractors and subcontractors doing business with the State) to ensure that the Exchange does not enter into contracts with organizations or businesses that discriminate against protected class persons.
- D. Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful Respondent shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed in the Contract form. “Consulting agreement” means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. “Consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.
- E. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a Respondent is awarded an opportunity to negotiate a contract, the Respondent must provide the Exchange with *written representation* in the resulting contract that certifies the Respondent complies with the State’s nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, (B) signing the resulting contract, or (C) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations.

F. Access to Data for State Auditors. The Contractor shall provide to the Exchange access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to the Exchange in a format prescribed by the Exchange and the State Auditors of Public Accounts at no additional cost.

Any Respondent that does not agree to the representations required under this section shall be rejected and the Exchange shall award the contract to the next highest ranked Respondent.

VI. Execution of Contract

This RFP is the instrument through which the Exchange solicits Proposals. This RFP is not a contract. Upon the Exchange's selection of a Respondent, the Respondent 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(s) fail to reach an agreement on Contract terms within a time determined solely by the Exchange, then the Exchange may commence and conclude contract 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 Respondent 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 Respondent 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.

APPENDIX A

Independent Contractor Agreement

APPENDIX A – RFP FOR NAVIGATOR GRANT PROGRAM

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”), effective July 1, 2024 (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”).

BACKGROUND

Public Act 11-53 established the Exchange as the state-based insurance marketplace for the State in accordance with the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010 (collectively, the “ACA”). Both the ACA (see 45 § CFR 155.210) and State law (see CGS § 38a-1087) require the Exchange to establish a Navigator Grant Program through which the Exchange will award grants to eligible entities to, among other things, market the Exchange and the availability of qualified health plans (“QHP”) sold through the Exchange and provide accurate and impartial information to individuals likely to enroll in a QHP. Accordingly, the Exchange issued a Request for Proposals for a Navigator Grant Program on April 15, 2024 (the “RFP”) and the Contractor submitted an acceptable proposal in response to the RFP (the “Proposal”). The parties wish to set forth their intentions with respect to this engagement.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The Contractor shall perform the services specified in Exhibit A in accordance with its Proposal, which is incorporated into this Agreement as Appendix D (the “Services”). Before commencing performance of the Services, Contractor shall complete the Navigator Training Program, which will cover the topics set forth in Exhibit A. The Exchange will provide Contractor with the resources described in Exhibit A to ensure Contractor’s successful performance of the Services.
2. Administration.
 - a. The individual in charge of administering this Agreement on behalf of the Exchange is _____.
 - b. The individual in charge of administering this Agreement on behalf of the Contractor is _____.
 - c. 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 this Agreement.
 - b. This Agreement will commence on the Effective Date and terminate on June 30, 2025 (the “Initial Term”), unless sooner terminated as provided in Section 5. Upon at least thirty (30) days prior to the date of expiration of the Initial Term, the Exchange shall have the right to renew this Agreement for two (2) additional one (1) year terms (each a “Renewal Term”).

4. Grant Award.

- a. The Exchange shall award Contractor a Navigator Grant in the total amount of _____ during the Initial Term, and if exercised, during each Renewal Term (the "Grant"). The Exchange will disburse the Grant in three (3) installments: (i) _____ in August 2024 (and, if applicable August 2025 and August 2026); (ii) _____ in January 2025 (and, if applicable, January 2026 and January 2027); and (iii) _____ upon receipt of Contractor's final comprehensive report in June 2025 (and, if applicable, June 2026 and June 2027).
- b. All expenditures of Grant funds by Contractor must be consistent with Contractor's budget as set forth in the Proposal (the "Program Budget"). Any significant deviation from the Program Budget requires prior written approval of the Exchange.
- c. If the Exchange terminates this Agreement prior to the end of the Initial Term or any Renewal Term in accordance with Section 5, the Exchange, in its sole discretion, may permanently withhold the payment of any remaining Grant funds. Upon such termination, Contractor shall (i) provide the Exchange with a full accounting of the receipt and disbursement of the Grant through the effective date of termination; and (ii) repay to the Exchange within thirty (30) days of the effective date of termination any Grant funds that were not expended on or prior to the effective date of termination.

5. 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). 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; except for one copy being retained to keep record of obligations subject to the confidentiality obligations set forth in Section 14.

6. Accountability Reporting Requirements. The Contractor must comply with the following reporting requirements during the Term:

- a. Contractor shall submit bi-weekly, monthly, and six-month reports and an annual summary report on outreach plan progress.
- b. Contractor shall participate in calls with the Exchange and other Navigators to share updates, best practices, and make recommendations on Navigator Program adjustments.
- c. Contractor shall maintain accurate records, including records that account for the receipt and disbursement of the Grant in accordance with the Program Budget and provide such additional related records to the Exchange upon request.
- d. Contractor shall attend in-person meetings as necessary to present on outreach and/or enrollment efforts, including Exchange Board of Director meetings as requested by the Exchange.

- e. At the end of the Initial Term and any Renewal Term, Contractor shall provide the Exchange with a comprehensive final report of Contractor's efforts in performing the Services, including a final accounting of expenditures of the Program Budget.
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 where applicable, the 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.
 - i. During the Initial Term and any Renewal Term, the Contractor and Contractor Agents shall comply with the Navigator Grant Program Policies attached to this Agreement as Exhibit B.
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. Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the Effective Date will belong to the party that owned such rights prior thereto. Neither party will gain by this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other, except as expressly set forth herein.
- c. The Exchange shall own all work product, and the copyright therein, resulting from the Services rendered by Contractor under this Agreement. The Contractor represents that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.
- d. 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.

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 One Million Dollars (\$1,000,000) aggregate and an annual aggregate of \$1,000,000.
- b. Contractor must name the Exchange and the State of Connecticut as additional insureds on the Commercial General Liability policy described in Section 9(a) and such policy must 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 must 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 C 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 enough explanation and rationale to justify each claimed exemption consistent with Connecticut General Statutes § 1-210(b) and provide a redacted version of the document to the Exchange. For the avoidance of doubt, Contractor cannot claim a general exemption from FOIA for the entirety of any document.

15. Background Checks.

- a. Contractor shall ensure that each individual who will provide Services under this Agreement has passed the following background checks and screenings:
 - i. A Statewide check in the individual's state of residence, a statewide or county check for any other states of residence (depending upon availability);
 - ii. A Federal check;
 - iii. A Nationwide check;
 - iv. Social security trace and validation checks
 - v. Citizenship and validation of each individual's eligibility to legally work in the United States.
- b. Contractor shall not allow any individual who has been convicted of (i) any felony or (ii) a misdemeanor involving dishonesty, breach of trust, or money laundering to perform any Services for the Exchange, except where prohibited by local or state law.
- c. Contractor shall provide the Exchange with a signed, written certification that each individual who will provide Services under this Agreement has passed the background checks and screenings set forth in subsection (a) prior to the performance of Services hereunder.

16. 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:

17. Miscellaneous.

- a. This Agreement will 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 will 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 will not be binding on the Exchange, and the Exchange will 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, will 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 respective 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 will constitute or be deemed a waiver of such breach or right. Waivers will 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 will 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 will 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 will 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, will 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 will 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 such counterparts taken together will, for all purposes, constitute one agreement binding upon all parties to this Agreement.

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

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

**JAMES MICHEL
CHIEF EXECUTIVE OFFICER**

Exhibit A

SCOPE OF SERVICES

- I. Contractor will perform the following duties during the Initial Term, and, if applicable, each Renewal Term:
 - i. Maintain expertise in eligibility, enrollment, and program specifications, and conduct public education activities to raise awareness about the Exchange.
 - ii. Provide information and services in a fair, accurate, and impartial manner which includes:
 1. Providing information that assists consumers with submitting the Exchange's eligibility application;
 2. Clarifying the distinctions among health coverage options, including QHPs and Medicaid/HUSKY Health;
 3. Helping consumers make informed decisions during the health coverage selection process, including directing consumers to the Exchange's Certified Independent Brokers for advisement on health plan selection; and
 4. Providing information about the availability of financial help (e.g. Premium Tax Credits and Cost-Sharing Reductions) or programs (e.g. the Covered Connecticut Program).
 - iii. Assist and facilitate enrollment into a QHP, and if applicable, Medicaid/HUSKY Health or Children's Health Insurance Program ("CHIP") coverage.
 - iv. Provide referrals to the Office of the Healthcare Advocate, health insurance ombudsman, or other appropriate agencies for any enrollee with a grievance, complaint, or question regarding a health plan, coverage, or a determination under such plan or coverage.
 - v. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.
 - vi. Inform applicants, prior to receiving assistance, of the functions and responsibilities of Navigators, including that Navigators are not acting as tax advisers or attorneys when assisting consumers and cannot provide tax or legal advice.
 - vii. Receive authorization from applicants to access their Personally Identifiable Information ("PII") and retain such authorization in accordance with the Exchange's record retention policies; inform applicants of their ability to revoke such authorization at any time.
 - viii. Provide targeted assistance to underserved or vulnerable populations as identified by the Exchange.
 - ix. Provide information and assistance on the process of filing Exchange eligibility appeals.
 - x. Provide information and assistance, including referrals to the Internal Revenue Service ("IRS"), tax advisers/preparers or other related resources, regarding:
 1. The basic concepts and rights related to health coverage and how to use it.
 2. The availability of exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment that are claimed through the tax filing process and how to claim them.
 3. The Exchange-related components (Form 1095-A) of the Premium Tax Credit reconciliation process.
 - xi. Execute all approved projects and tactics in the Navigator's community outreach plan and any other projects assigned by the Exchange.

II. Navigators will assist the Exchange with several initiatives including, but not limited to, the following:

i. Community Outreach

1. Build a 12-month community outreach plan (the “Community Outreach Plan”) that:
 - i. Helps reduce health disparities in communities around the state;
 - ii. Engages, educates, informs, and helps increase enrollment so that Connecticut residents can get, keep and use their health insurance plan benefit;
 - iii. Identifies community partners who could actively support Access Health CT’s health equity initiatives and create opportunities for one-on-one conversations to help the hard to reach become more comfortable with health insurance; and
 - iv. Features a small business outreach focus.

Note: Access Health CT recently completed a study called Health Disparities and Social Determinants of Health in CT, which can be found at online at: <https://www.accesshealthct.com/healthequity>. Please review this study and use it to guide your Community Outreach plans.

2. Assist the Exchange in promoting events in available mediums/platforms (e.g. newsletter, bulletin boards, emails, social media, public relations, phone calls, etc.).
3. Identify and increase the number of leaders and community influencers to:
 - i. Engage with and promote Access Health CT initiatives and events;
 - ii. Convene one (1) meeting of regional leaders and Access Health CT senior leadership; and
 - iii. Assist with brand awareness.
4. Information sharing:
 - i. Contribute ideas for webinars, printed material, speaking opportunities, and potential outreach tour events;
 - ii. Provide insight into local communities to Access Health CT, allowing for a deeper connection with a wider group of residents; and
 - iii. Share pertinent information about Access Health CT with residents, community influencers, and stakeholders, including distributing brochures, pamphlets, or posters in targeted locations (e.g. local small businesses, supermarkets, pharmacies, etc.)

ii. Marketing

1. Actively engage in social media promotion via X (fka Twitter), Facebook, LinkedIn and Instagram by sharing Access Health CT posts and events; escalate issues that emerge online to the Access Health CT team.
2. Share local media contacts for paid and organic efforts including co-branded and co-op opportunities.
3. Work with Access Health CT team to develop content for social and web platforms, highlighting the importance of healthcare and preventive services to address health disparities that exist in Connecticut.
4. Distribute Access Health CT (individual and small business) health insurance, dental insurance and health equity collateral, posters and other communications

to help spread the word in communities.
Increase Access Health CT brand visibility, perception, and awareness via events, enrollment events, sponsorships, meetings, speaking engagements, etc.

NAVIGATOR TRAINING PROGRAM

- I. The Exchange’s Training Department will develop and provide all entities and individuals carrying out Navigator functions under the Navigator Program a core training curriculum (the “Core Training Curriculum”) that will ensure expertise in:
 - i. The applicable provisions of the ACA and the Connecticut Medicaid Program;
 - ii. The needs of underserved and vulnerable populations, including cultural and linguistic appropriate access;
 - iii. Eligibility and enrollment rules and procedures;
 - iv. The range of QHP options and affordability programs;
 - v. The privacy and security standards applicable under 45 CFR §155.260;
 - vi. The process of filing Exchange eligibility appeals;
 - vii. General concepts regarding exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment, including the application process for exemptions granted through the Exchange, and IRS resources on exemptions;
 - viii. The Exchange-related components (Form 1095-A) of the Premium Tax Credit reconciliation process and IRS resources on this process;
 - ix. Basic concepts and rights related to health coverage and how to use it; and
 - x. Providing referrals to IRS, tax advisers/preparers or other related resources;
 - xi. Exchange eligibility and enrollment system; and
 - xii. Special Enrollment Period and Verification Checklist requirements.

- II. Additional training may include but is not limited to:
 - i. Grant reporting requirements
 - ii. Community outreach initiatives
 - iii. Marketing strategy
 - iv. Presentation skills
 - v. Social media skills
 - vi. Event planning
 - vii. Workplace harassment
 - viii. Inclusion and diversity
 - ix. Ethical guidelines for community engagement
 - x. Exchange web portal and systems

- III. Following the completion of the Core Training Curriculum, the Exchange’s Training Department will administer a certification exam, which Navigators must pass before assisting consumers or performing any other Navigator duties.

- IV. The Exchange may require Navigators to complete additional training as may be necessary at any time during the Navigator Term.

ADDITIONAL EXCHANGE RESOURCES

- I. Depending on staffing structure, the Exchange may provide each Navigator with one (1) to two (2) laptops for use in enrolling consumers in health coverage.
- II. During the high-volume season (November – February), the Exchange **may** provide individuals from the Exchange’s Call Center (the Exchange will bear the cost of these resources) to work onsite at the Navigator location to assist with enrollments. These additional resources may not be available to all Navigators.
- III. The Exchange’s Community Outreach Supervisors will oversee the day-to-day operations of the Navigator Program.

Exhibit B

NAVIGATOR GRANT PROGRAM POLICIES

Note: All references to “Contractor” in this Exhibit B, includes “Contractor Agents” as such term is defined in the Agreement.

Conflict of Interest

A conflict of interest is a set of circumstances that create a risk that your judgment or actions in assisting Connecticut residents to enroll in health care coverage through the Exchange will be influenced by anything other than the client’s best interest. Contractor must remain free of any conflicts of interest while providing Services under the Navigator Grant Program.

Contractor may not:

- charge any applicant or enrollee, or request or receive any form of remuneration from or on behalf of an applicant or enrollment, for application or other assistance related to Navigator duties;
- receive any money, commissions, gifts, rebates or prizes from a health insurance issuer or employer for enrolling consumers in any health plan;
- give out any money, gifts, rebates or prizes to consumers for enrolling in health coverage through the Exchange;
- be a health insurance issuer, or issuer of stop loss insurance;
- be a subsidiary of a health insurance issuer or issuer of stop loss insurance; or,
- be an association that includes members of, or lobbies on behalf of, the insurance industry.

Contractor must disclose to the Exchange any relationship they believe may be or may appear to be a potential conflict of interest. Specifically, Contractor must disclose all business relationships with carriers, even if those relationships are unrelated to plan enrollment and Navigator functions.

Contractor must disclose the following:

- any lines of insurance business not listed above;
- any existing employment relationships or any former employment relationships within the last 5 years with any health insurance issuer or stop loss insurance issuer, or subsidiaries of health insurance issuers or stop loss insurance issuers;
- any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance or subsidiaries of a health insurance issuer or issuer of stop loss insurance.

A conflict of interest exists if you either have reason to believe or expect that you, your spouse, a dependent child, a parent, a sibling or a business with which Contractor is associated with will financially benefit from Contractor’s position as a Navigator. This Agreement between the Exchange and Contractor and the Services provided under this Agreement are not a conflict of interest, so long as Contractor performs within the scope of this Agreement.

To ensure that the public is protected from possible conflicts of interest, the Exchange will monitor enrollment patterns in the Navigator Grant Program to make sure that Contractor is providing unbiased information to the consumers. If Contractor is found to be steering consumers into a certain plan for the purpose of financial or material gain, the Exchange will document the conflict of interest breach, and take appropriate action.

Confidentiality, Privacy and Security

Contractor will have access to clients' Personally Identifiable Information ("PII"), which may include client name, address, date of birth, social security number, income and family information. PII may only be used for the purpose of helping clients apply for eligibility in financial assistance programs, and/or enrolling them in health care coverage. PII must be kept confidential and secure by Contractor. PII may not be used for any other purpose, nor may it be disclosed to anyone else.

Contractor must use reasonable operational, administrative, technical and physical safeguards to ensure the confidentiality, integrity and availability of PII, and to prevent unauthorized or inappropriate access, use or disclosure of it. Contractor must provide a secure, private area when working with clients in order to help maintain the confidentiality of client's PII. Contractor may not retain any written documents containing clients' PII and must ensure that any documents containing PII are securely destroyed or disposed of in an appropriate and reasonable manner. All PII must always be shredded or otherwise destroyed before disposing of it. Contractor may not access clients' personal online accounts with AHCT without the client being present.

The Exchange will provide Contractor with secure laptop computers to use when working with clients to complete applications for eligibility, financial assistance programs and/or for enrollment in health care coverage through the Exchange. Contractor may not use any other device when completing eligibility applications and/or enrollment activities with clients. Contractor will not be permitted to retain any client information on the laptop computers. Contractor must keep the laptop computers in good working order and must keep it secure and safe. If a laptop computer is lost, damaged or stolen, Contractor must notify the Exchange's Community Outreach Manager immediately by contacting Karen Perez at 860.757.5351 or karen.perez@ct.gov.

Contractor will provide each client with a copy of the program's "Notice of Privacy Rights Statement" (attached to this Agreement as Appendix B) and will explain the use of PII in the eligibility application and enrollment process to each client. Additionally, Contractor will secure from each client a completed "Authorization to Disclose Personally Identifiable Information (PII)" (attached to this Agreement as Appendix C) whenever a client may be asked to share their PII to complete their application for eligibility and enrollment.

To help protect the confidentiality, privacy and security of clients' PII, the Exchange is instituting the following measures:

- The Exchange will provide Contractor with two (2) laptop computers outfitted with appropriate security protections to be used for enrollment work;
- Contractor may only use the laptops for the performance of the Services;
- If an Exchange issued laptop is lost, stolen or damaged, it must be reported to the Exchange's Community Outreach Manager immediately.

Ethics

Contractor acknowledges that it is being placed in a position of trust, and as such the success of the Navigator Program is highly dependent on the ability to gain and maintain, the public's confidence in the program's integrity. Contractor will not commit any act or do anything which might tend to bring the Contractor or the Exchange into public disrepute or ridicule or which may tend to reflect unfavorably on or materially injure the success of the Navigator Program. Such acts include but are not limited to acts of dishonesty, theft, misappropriation of property, moral turpitude, or any act injuring, abusing or endangering others.

Decertification and Criminal and Civil Penalties

Contractor will monitor and audit the Contractor Agents (i.e. Contractor's employees providing Services hereunder) to ensure compliance with the Navigator Program Policies. Any person who knowingly and willfully uses or discloses PII in violation of federal law will be subject to a civil penalty of not more than \$25,000 per person or entity, per use or disclosure pursuant to 45 CFR § 155.260 (g). Any person who knowingly uses the PII of another person to obtain or attempt to obtain money, credit, goods, services, property or medical information without the consent of such other person has committed Identity Theft pursuant to Connecticut General Statutes § 53a-129a. A person is guilty of trafficking in PII when such person sells, gives or otherwise transfers the PII of another person to a third person knowing that such information has been obtained without the authorization of such other person and that such third person intends to use such information for an unlawful purpose. Identity Theft and Trafficking in Personal Identifying Information are felonies pursuant to the Penal Code of the State of Connecticut. Failure to safeguard PII used in the course of business shall be subject a civil penalty of five hundred dollars for each violation pursuant to Connecticut General Statutes § 42-471 (e).

Any Contractor that discloses Federal Tax Information will be subject to the following penalties under federal law: any disclosure of a federal tax return or return constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the individual or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC §§ 7213 and 7431 and set forth at 26 CFR § 301.6103(n)-1.

Exhibit C

A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit C, 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, status as a veteran, 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 ensure 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, status as a veteran, 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

CTHIX Ethics Form 1: Campaign Contribution Certification

Large State Contract Representation for Official or Employee of the Exchange.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Exchange official represents that the selection of the most qualified or highest ranked person, firm or corporation 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.

Gifts, C.G.S. § 4-252: Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating Exchange contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating Exchange contracts, to (i) any public official or employee of the Exchange soliciting bids or proposals for Exchange contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for Exchange contracts or the negotiation or award of Exchange 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;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

If YES: _____

Name of Former State Agency

Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature of person signing this Contract

Print Name

Date: _____

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

Commissioner of the Superior Court
or Notary Public

My Commission Expires

Campaign Contribution Restriction.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The notice is available here:

https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf.

Nondiscrimination Certification.

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

Appendix B

Notice of Privacy Rights Statement

**NOTICE TO CONSUMERS
PRIVACY AND PERSONALLY IDENTIFIABLE INFORMATION**

Access Health CT is the official Health Insurance Marketplace established to satisfy the requirements of the federal Affordable Care Act in Connecticut and is the only place where Connecticut residents and employers may qualify for insurance affordability programs that can make health coverage more affordable. Individuals will be required to disclose personally identifiable information (PII) to enroll in health care coverage through Access Health CT, though you will not be asked for any of your personal health information (PHI). This notice will provide you with important information to help you protect your PII.

Several consumer assistance resources are available to help Connecticut residents enroll in healthcare coverage and apply for insurance affordability programs through Access Health CT. Navigators, Certified Application Counselors (CACs), Certified Independent Brokers, and Access Health CT Call Center representatives are available for consumers requesting help enrolling into healthcare coverage through Access Health CT. These personnel are required to protect your privacy and security when working with you. Following a few simple steps will help you protect yourself while getting the health care coverage you need:

- Visit **accesshealthct.com** to learn the basics of health insurance and compare plans carefully.
- Know that the annual **Open Enrollment** period runs from November 1 to January 15. No one can enroll you in coverage through Access Health CT until Open Enrollment begins or after it ends unless you have special circumstances.
- Know that Medicare and/or Medicare Supplements are not available through AHCT.
- Keep your personal information and account numbers private. Don't give your Social Security number or credit card or banking information to anyone that you did not contact or in response to unsolicited advertisements.
- Never give your PII to someone who calls or comes to your home without your permission, even if they say they are from Access Health CT.
- Remember that none of Access Health CT's consumer assisters may ask you for money to enroll through Access Health CT. These resources are free of charge. Consumers should be suspicious of anyone who requests a fee in connection with enrollment.
- **Report fraud if you suspect it.** Contact your local police, the Federal Trade Commission Identity Theft Hotline at 1-877-438-4338 and Access Health CT at 1-855-805-4325 or 1-855-789-2428 for TTY calls. You may also inform the Connecticut Office of the Attorney General by writing to 110 Sherman Street, Hartford, CT 06105, or faxing 860-808-5587.

Appendix C

Authorization to Disclose Personally Identifiable Information (PII)

AUTHORIZATION TO DISCLOSE PERSONALLY IDENTIFIABLE INFORMATION (PII)

Access Health CT offers a variety of consumer assistance programs to help connect Connecticut residents enroll in health care coverage through Access Health CT. When using one of these programs consumers may be asked to share their personally identifiable information (PII) in order to complete their application for eligibility and enrollment. PII includes your name, address, date of birth, social security number, income and family information. Access Health CT only allows the use of PII for the purpose of helping clients apply for eligibility in financial assistance programs, and/or enrolling them in health care coverage. PII must be kept confidential and secure by all Navigators, In-Person Assisters, Certified Application Counselors or Access Health CT Call Center representatives. Applicant's PII may not be used for any other purpose and may not be disclosed to anyone else. All documents containing PII must always be shredded or otherwise destroyed before disposing of it.

CONSENT

_____ I consent to sharing my PII for the purpose of completing an application for eligibility and enrollment in health care coverage through Access Health CT. I understand that the process of applying for health care coverage through Access Health CT is a separate process from my communications and interactions with any health care provider.

Type Name

Date

WITHDRAWAL OF CONSENT

_____ I am withdrawing my consent to sharing my PII for the purpose of completing an application for eligibility and enrollment in health care coverage through Access Health CT.

Type Name

Date

Appendix D

Contractor Proposal

APPENDIX B

ETHICS FORM 1 – GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION



STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any 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 submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), 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.

Check One:

- Initial Certification**
- Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<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**

