

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

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**WEB APPLICATION DEVELOPMENT, MAINTENANCE,  
AND RELATED SERVICES**

**October 14, 2019**



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

### **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

### 2.1 SCOPE

The Exchange seeks responses from firms that have the expertise to provide managed services and technical consultants for all aspects of Web Application Development and Maintenance, application architecture, business processes analysis, requirements management, data management, EDI, quality assurance testing, testing automation, IT management consulting, and project management. Currently, the Exchange uses Java, J2EE, Angular, JQuery, FileNet, DB2, and MS SQL Server, Postgre SQL, NOSQL, Redis, Web Sphere, Informatica ELT, EDI. The Exchange is also interested in adopting newer technologies such as Open Source (e.g. JBoss, Selenium, MuleSoft) and latest industry standards (e.g. DevOps)

The Exchange intends to award a three-year contract, substantially in the form of the draft contract set forth in Appendix A (the "Contract"), to qualified Respondents whose response conforms to this RFP and meets the Exchange's service needs. The Exchange will require selected Respondents to perform the following projects/services annually during the term of the Contract:

1. **Application and Web Services:** Application and web services include the assessment, development, implementation and support of technology-based business solutions that assist with Access Health CT IT departmental goals and objectives for both legacy and mobile apps. Services in this area include, but are not limited to:
  - Requirements gathering
  - Business analysis
  - Application Architecture
  - Solution Design
  - Responsive Web and Mobile Application Development
  - QA and Testing Automation
  - Web Portal support
  - Project management
  
2. **Data Management:** includes the maintenance and enhancements to ETL processes, Database objects for Electronic Data Interchange (EDI) and other data services like data analysis and warehouse applications. Services in this area include, but are not limited to
  - Database Management
  - Data Modeling and Analysis
  - Datawarehouse
  - Informatica ETL Development and Enhancements
  - EDI Jobs Optimization.
  
3. **Infrastructure Support:** Includes provision, management and operational support for all physical and virtual servers and associated storage and other infrastructure services. The services in this area of focus include, but are not limited to:

- Server Operations and Support (e.g. App hosting, DBA, Security Access Management, content management, backups, cloning, masking etc.)
  - Network Support (e.g. manage, operate and support the network infrastructure).
  - Disaster Recovery
  - Capacity Planning
  - Cloud Strategy
  - AWS Management
  - Risk Assessment Analysis
  - Dev Ops
4. **Specialty Skills** - Includes following areas of focus:
- Project Management
  - Scrum Master
  - Business Analysis
  - Business Process Improvement
  - Strategic Planning Assistance
  - Application Testing
  - Specialized print services
  - Document Scanning and management Services

## **2.2 RESPONDENT QUALIFICATIONS**

Respondents must meet the following minimum qualifications:

1. Respondents with local support offices in and around Hartford area will receive preference.
2. Respondents must be regularly and continuously engaged in the business of providing the services described above for the past five (5) years. This must be verifiable through the articles of incorporation, Respondent's website, references, and documented past projects.
3. Respondents must have pre-screened, qualified, trained, and/or certified (as applicable) staff for provision of services described above.
4. Respondents must possess all permits, licenses and professional credentials necessary to perform the services specified in this RFP.

### 3. PRICING PROPOSAL

Respondents to this RFP must provide a separate, detailed Pricing Proposal that includes the detailed rate card for relevant roles necessary to perform the services described in Section 2 ("Scope of Work). The rate card should include the role name/title, role description, experience level, and corresponding rate.

The Pricing Proposal should reflect any discounted rates available to government, non-commercial or not-for-profit entities. Rates and associated fees set forth in the Pricing Proposal must be valid for the entire duration of the Contract.

**Please note:** The Exchange anticipates issuing two (2) additional RFPs for: (i) Security and Compliance Services and (ii) Managed Services Provider for IT Infrastructure. Respondents should indicate in the Pricing Proposal whether its pricing would change if awarded one of these additional RFPs and, if possible, provide such revised pricing or percentage discount.

#### **Independent Price Determination Certifications**

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

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

#### **Stability of Proposed Fees**

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

## 4. INSTRUCTIONS TO RESPONDENTS

### I. RFP Schedule

| Activity              | Date                           |
|-----------------------|--------------------------------|
| Issuance of RFP       | October 14, 2019               |
| Written Questions Due | October 28, 2019               |
| Answers Posted        | November 4, 2019               |
| Proposals Due         | November 15, 2019 at 4:00 p.m. |

Firms may submit written questions regarding this RFP, by email only, directed to the following email address: [AHCT\\_AppDevRFP\\_Response@ct.gov](mailto:AHCT_AppDevRFP_Response@ct.gov), no later than October 28, 2019. The Exchange will post answers by November 4, 2019 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. Firms are responsible for checking the website for any addenda to this RFP.

The Exchange reserves the right to require an oral presentation from select Respondents. If the Exchange moves forward with oral presentations, selected Respondent's key staff, such as the proposed project partner must be present at the oral 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 to the selected Respondent, interested firms should not contact any employee of the Exchange for additional information concerning this RFP except through written questions as set forth above.

### II. Submission of Sealed Proposals

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

Each Respondent must submit a Proposal that meets the requirements set forth in the "Contents of Proposals" section below, in a SEALED envelope or carton, clearly marked with "RFP – Web Application Development, Maintenance, and Related Services," the RFP due date, and the name and address of the responding firm. Failure to follow these labeling instructions could delay the opening of a submission and disqualify a Respondent from further consideration.

Respondents must send seven (7) copies of the Proposal (excluding Pricing Proposal) by U.S. Mail or overnight delivery service to:

Connecticut Health Insurance Exchange  
d/b/a Access Health CT  
280 Trumbull Street  
Hartford, CT 06103  
Attn: Vishal Sharma

Respondents must send two (2) copies of the Pricing Proposal by U.S. Mail or overnight delivery service to:

Connecticut Health Insurance Exchange  
d/b/a Access Health CT  
280 Trumbull Street  
Hartford, CT 06103  
Attn: Pamela Roe

**The Exchange must receive submitted Proposals no later than November 15, 2019, at 4:00 p.m. local time. Proposals sent by U.S. Mail must arrive by 4:00 p.m. on the due date.** The Exchange will not consider postmark dates as a basis for meeting the submission deadline. 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. Proposals that do not conform to the requirements set forth herein may result in the Exchange's rejection of such Proposals. The Exchange will reject any Proposal that deviates materially from the specifications, terms or conditions of this RFP. The Exchange may 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 seek Respondent retraction and/or clarification of any discrepancy or contradiction found during the review of Proposals.

### **III. Contents of Proposals**

Proposals must include all the following:

1. All information and responses requested by this RFP (including those in the "Responses Required in the Proposal" section below). Concise answers are encouraged. Responses should be prepared on 8 ½ x 11-inch paper using at least 12-point type with standard margins.
2. A Certificate of Insurance that meets the Insurance requirements laid out in the Contract attached as **Appendix A**.
3. Completed forms a – e, listed below.
  - a. IRS Form W-9
  - b. Ethics Form 5 – Consulting Agreement Affidavit, attached as **Appendix C**
  - c. Ethics Form 7 – Iran Certification, attached as **Appendix D**
  - d. SEEC Form 10 – Acknowledgement of Receipt of the State Elections Enforcement Commission's Notice of Campaign Contribution and Solicitation Limitations, as attached in **Appendix E**

- e. Nondiscrimination Form A (Affidavit by Individual) or Nondiscrimination Form C (Affidavit by Entity), attached as **Appendix F**. Respondents should only submit the applicable form, not both.
4. Pricing Proposal must contain the **Independent Pricing Determination Certifications** described in Section 3 – Pricing Proposal.
5. **Offer of Gratuities Certification**: Respondents must represent the following in the Proposal:

“No elected or appointed official or employee of the State of Connecticut or the Exchange has, or will, benefit financially or materially from the Contract.”

The Contract may be terminated by the Exchange if it is determined that gratuities of any kind were either offered to, or received by, any state officials or employees from the firm, the firm's agent(s), representative(s) or employee(s). Such action on the part of the Exchange shall not constitute a breach of contract by the Exchange.

6. **Validation of Proposals**: Each Proposal (including each Pricing Proposal) **must be signed by an authorized official** and shall be a binding commitment that the Exchange may incorporate, in whole or in part, by reference or otherwise, into the Contract. The Proposal must also include evidence that the person submitting the Proposal has the requisite power and authority on behalf of the firm to submit and deliver the Proposal and subsequently to enter into, execute and deliver, and perform under the Contract.
7. A **USB flash drive** containing all documents in a format compatible with Microsoft Word and/or Excel and affording the user the capability of searching its contents, except that signature pages and forms that are not conveniently available in Word format may be provided in PDF format. **Please include the USB flash drive with the Pricing Proposal.**

#### **IV. Responses Required in the Proposal**

1. Name the primary contact for the Proposal and the names of the primary individuals who would work with the Exchange, and an explanation of their experience, relevant background and anticipated duties. Include brief resumes for each.
2. Explain the firm's qualifications and provide a summary of any past projects that would enable your firm to perform the work described in Section 2 (“Scope of Work”). Include relevant experience in the healthcare insurance industry, related to state agencies or the public health sector.
3. 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 provided the services set forth herein to the Exchange.
4. If you find any term or provision of the proposed draft Contract in **Appendix A** unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract for this engagement.
5. 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.

6. Provide three (3) client references. Include the reference's name, company or organization, title, telephone phone 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. Include references that illustrate work in the healthcare industry, related to state agencies or the public health sector, and/or that illustrate understanding of recent developments in state and federal healthcare reform.

#### **V. Conformity and Completeness of Proposals**

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

#### **VI. Presentation of Supporting Evidence**

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

#### **VII. Misrepresentation or Default**

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

#### **VIII. Disqualification**

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

#### **IX. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by firms with any state agency, the Exchange, or an employee of a state agency or the Exchange will be disregarded in any proposal evaluation or associated award.

## 5. ADDITIONAL TERMS AND CONDITIONS

### I. Ownership of Proposals

All Proposals (including Pricing 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 firm and subsequently awarding the Contract to another firm.

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 firm 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 firm 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 firm must specifically identify those sentences, paragraphs, pages or sections that a firm 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 firm has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Exchange have any liability for the disclosure of any documents or information in its possession that the Exchange believes are required to be disclosed pursuant to FOIA or any other law.

#### V. **Notice of State Certification Requirements**

- A. The selected firm must execute a Gift and Campaign Contribution Certification (Ethics Form 1), attached as **Appendix B**, contemporaneously with the Contract and deliver them together to the Exchange. Please do not submit a signed Ethics Form 1 with your Proposal; it is included in the RFP for informational purposes only.
- B. Each Respondent must deliver a Consulting Agreement Affidavit (Ethics Form 5), attached as **Appendix C**, with its Proposal. The selected firm(s) must amend Ethics Form 5 whenever the firm enters into any new consulting agreement during the term of the Contract.
- C. With regard to a large state contract, as defined in Conn. Gen. Stat. § 4-250, and pursuant to Public Act 13-162, each Respondent, if applicable, must certify that it has not made certain investments in Iran, and deliver an executed Iran Certification (Ethics Form 7), attached as **Appendix D**, with its Proposal.
- D. With regard to a state contract, as defined in Public Act No. 07-1, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the Proposal in response to this RFP must expressly acknowledge receipt of the State Elections Enforcement Commission’s notice, as attached in **Appendix E**, advising prospective state vendors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
- E. Pursuant to Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every vendor is required to provide the State of Connecticut with documentation to support the vendor’s nondiscrimination agreements and warranties. Copies of two certification forms (one for businesses submitting a response to this RFP and one for individuals submitting a response to this RFP) that will satisfy these requirements are attached to this RFP as **Appendix F**. An authorized signatory of the selected firm(s) must sign the applicable certification form and submit it to the Exchange with its Proposal.

## **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 firm, the firm must enter into a contract with the Exchange substantially in the form of the Contract set out in **Appendix A**. The selected firm's Proposal and this RFP may serve as the basis for additional Contract terms. If the Exchange and selected firm(s) fail to reach 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 firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person or entity without the prior written consent of the Exchange. No person or entity, other than the firm to which the Contract was awarded, is permitted to perform work without the prior written approval of the Exchange.

## **VIII. Compliance with Federal, State and Other Requirements**

In the Contract, the firm 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**

Form of Contract

## INDEPENDENT CONTRACTOR AGREEMENT

THIS **INDEPENDENT CONTRACTOR AGREEMENT** (this "Agreement") is effective as of \_\_\_\_\_ (the "Effective Date"), by and 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 \_\_\_\_\_ (the "Contractor").

**WHEREAS**, the Exchange issued a Request for Proposals for Web Application Development, Maintenance, and Related Services on October 14, 2019 (the "RFP");

**WHEREAS**, the Contractor submitted a proposal in response to the RFP and the Exchange has selected Contractor to perform the services described in the RFP and further detailed in this Agreement;

**WHEREAS**, the Exchange wishes to engage the Contractor to perform the Services (defined below) subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. Services.

- a. Contractor shall perform the services set forth in each statement of work issued hereunder (the "Services"). Each statement of work will (a) be signed by the parties; (b) be in substantially the same form as **Schedule I** attached hereto; and (c) be deemed to incorporate all the terms and conditions set forth in this Agreement (each a "Statement of Work"). In the event of any conflict between the terms and conditions herein and those in any Statement of Work, the terms and conditions in the Statement of Work will prevail.
- b. The Exchange shall have the right to interview Contractor Agents (as defined herein) who are proposed by Contractor to provide Services under a Statement of Work.
- c. Any Contractor Agent working in the Exchange "Production Environment" will need to perform such services in the United States. Production activities cannot be performed by any offshore resource.
- d. 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 or Statement of Work in any capacity.

2. Administration.

- a. Contractor shall designate an account manager or single point of contact to:
  - i. Receive requirements and return a detailed Statement of Work within one (1) week from receipt of specifications for pending projects or service requests;
  - ii. Communicate with the Exchange via email, phone, and on-site meetings;
  - iii. Manage escalations of issues involving Contractor Agents and delivery of Services under any Statement of Work;

- iv. Report monthly or as otherwise requested by the Exchange on activities and progress of Services under any Statement of Work.
    - b. The individuals in charge of administering each Statement of Work on behalf of the Exchange and the Contractor, respectively, are set forth in the corresponding Statement of Work.
    - c. If the Exchange requests that Contractor Agent no longer provide Services to the Exchange under any Statement of Work, the Contractor shall remove such Contractor Agent from the assignment within seven (7) days. Upon the request of the Exchange, the Contractor shall replace such Contractor Agent 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 each Statement of Work.
  - b. Statements of Work may be issued under this Agreement for the duration of the Term.
  - c. This Agreement will expire on \_\_\_\_\_, unless sooner terminated in accordance with the provisions herein (the "Term").
- 4. Termination.
  - a. Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time for any reason. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date.
  - b. Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice) and provide the Exchange with a final invoice for Services performed as of the effective date of termination. Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 8(a) below), in its possession, custody or control. Contractor will retain one copy of the Records to keep record of obligations subject to the confidentiality obligations set forth in Section 14.
  - c. Within forty-five (45) days of final billing, the Exchange shall pay the Contractor for Services completed to the reasonable satisfaction of the Exchange and for any out-of-pocket costs to which the Contractor is entitled pursuant to a Statement of Work. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.
- 5. Payment.
  - a. The Exchange shall compensate the Contractor as set forth in each Statement of Work at the applicable hourly rates included in Contractor's Pricing Proposal attached hereto as **Schedule II**.
  - b. The Exchange shall compensate Contractor for the Services only after the submission of itemized documentation in a form acceptable to the Exchange. Unless otherwise specified in a Statement of Work, the Contractor shall invoice the Exchange monthly with payment due no sooner than thirty (30) days from the date of the invoice. The Exchange may require the Contractor to submit such additional accounting and information as it deems necessary or appropriate, prior to authorizing payment under this Section. The Exchange will make

payment(s) to Contractor via an electronic funds transfer (ACH) to Contractor's financial institution, which must be a domestic institution or a state- or federally licensed foreign bank branch.

- c. Invoices submitted late by the Contractor may result in delayed payment.
- d. The Exchange may set off any costs or expenses that it incurs because of Contractor's unexcused non-performance under this Agreement against those undisputed amounts that are due or may become due from the Exchange to the Contractor under this Agreement, or any other agreement that the Contractor has with the Exchange. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of this Agreement and the Exchange reserves its right to exercise any, and all other remedies available to it, such remedies to survive any setoffs.

6. Cross Default.

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

7. Representations and Warranties. The Contractor represents and warrants, to the Exchange for itself and for the Contractor Agents (as defined herein), as applicable, that:

- a. The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services;
- b. The Contractor and, as 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, in any of their current or former jobs or assignments, 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; and
- g. None of the Contractor's prior contracts with any governmental entity have been terminated by the governmental entity for cause.

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, source code, program/reports outputs, execution 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. Contractor shall provide the Exchange with a copy of all artifacts, documents, reports, source code, program/reports output, execution decks, presentations and any other Records that may be requested on a quarterly basis for back up purposes. The Contractor, upon written request from the Exchange, shall promptly give to the Exchange, all original Records, or, in the sole discretion of the Exchange, copies thereof. The Contractor shall otherwise maintain all original Records, or copies thereof, for a period of ten (10) years after the termination of this Agreement.
- c. The term "Work Product" means every task and deliverable set forth in Exhibit A, milestone, invention, modification, discovery, design, development, customization, configuration, improvement, process, software (excluding pre-existing intellectual property of Contractor, Contractor Agents, subcontractors or third parties), work of authorship, documentation, formula, datum, code technique, know how, secret, or intellectual property whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is made, conceived, discovered, or reduced to practice by Contractor or Contractor Agents or subcontractors (either alone or with others) on behalf of the Exchange pursuant to this Agreement.
- d. The Exchange shall own all Records resulting from the Services rendered by Contractor or the Contractor Agents under this Agreement and no one else shall have any right, including, but not limited to, any copyright, trademark, or other intellectual property rights in those Records.

Contractor shall ensure the Contractor Agents assign to the Exchange any rights they have in the Work Product. All Work Product is a “work made for hire” under U.S. Copyright law and owned solely by the Exchange. In the event and to the extent the Work Product or any portion thereof is deemed for any reason not to be a “work made for hire,” Contractor agrees to and does hereby assign to the Exchange all right, title and interest to such Work Product.

- e. The Contractor represents and warrants that the Services and all Work Product resulting from the Services (except the accurate reproduction of information or materials supplied by the Exchange) will not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right. Notwithstanding anything set forth in this Agreement, Contractor shall not use any third-party materials or pre-existing material, including without limitation, open source software or software owned by or licensed to the Contractor, in the Services or any Work Product resulting from the Services, without the Exchange’s prior written consent; provided that upon receipt of such consent, the Contractor shall secure for the Exchange an assignment or perpetual non-cancellable sublicense from such third party to use such software or materials as agreed to by the Exchange, or such materials shall not be used to provide the Services.
- f. Neither party will gain by this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

9. Insurance.

- a. Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:
  - i. Commercial General Liability: Contractor shall maintain commercial general liability coverage in the minimum amount of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
  - ii. Automobile Liability: Contractor shall maintain automobile coverage in the amount of Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.
  - iii. Workers’ Compensation and Employer’s Liability: Contractor shall maintain coverage in compliance with applicable workers’ compensation laws. Coverage shall include Employer’s Liability with minimum limits of One Hundred Thousand Dollars (\$100,000) each accident, Five Hundred Thousand Dollars (\$500,000) Disease - Policy Limit, and One Hundred Thousand Dollars (\$100,000) Disease - each employee.
  - iv. Professional Liability: Contractor shall maintain Errors and Omissions coverage in a form acceptable to the Exchange in the minimum amount of One Million Dollars (\$1,000,000) per claim and an annual aggregate of One Million Dollars (\$1,000,000).

- v. **Network Liability:** Contractor shall maintain Network Liability coverage with a minimum limit of liability of not less than \$10,000,000 per claim and \$10,000,000 annual aggregate in effect upon the execution of this Agreement. This policy shall have coverages for network interruption; privacy liability inclusive of personal information in any format; security breaches from a network event; and damages from unauthorized breaches into customer and employee information. It shall also provide for forensic expenses, legal expenses, public relations/crisis management and credit monitoring.
- b. Contractor must name the Exchange and the State 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 shall include provisions: (i) stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Exchange, the State and their respective officers, agents, employees, and volunteers; and (ii) preventing cancellation or non-renewal without at least 45 days (10 days for nonpayment of premium) prior notice.
- c. Contractor shall provide certificates evidencing the insurance coverage required by this Agreement to the Exchange upon execution of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the Exchange certificates of insurance evidencing renewals thereof.

10. Indemnification.

- a. The Contractor shall indemnify, defend, and hold harmless the Exchange, the State and their respective officers, directors, representatives, agents, employees, successors, and assigns from and against any and all Claims (as defined below), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement and resulting from (a) misconduct or negligent or wrongful acts (whether of commission or omission) of the Contractor or any of the Contractor's Agents under the supervision or control of the Contractor while rendering professional services under this Agreement, or (b) any breach or non-performance by the Contractor of any representation, warranty, duty, or obligation of the Contractor under the Agreement ((a) and (b) each and collectively, the "Acts"). The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, 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.

11. Independent Contractor. The Contractor is an independent contractor of the Exchange. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and the Exchange. The Contractor shall be 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 and neither party shall have any authority to bind the other.

12. Compliance with Laws. The Contractor and Contractor Agents will 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.
13. Notice of Special Compliance Requirements. The Contractor shall comply with all provisions set forth on Exhibit A with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, and Applicable Executive Orders of the Governor.
14. Confidentiality.
  - a. In the event and to the extent that the Contractor has access to information that 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 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 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 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.

15. Background Checks.

- a. Contractor shall ensure that each Contractor Agent who will provide Services under this Agreement has passed the following background checks and screenings:
  - i. A Statewide check in the Contractor Agent’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 Contractor Agent’s eligibility to legally work in the United States.
  - vi. For Contractor Agents who will have access to Federal Tax Information (“FTI”): FBI fingerprinting (FD-258) –review of FBI fingerprint results conducted to identify possible suitability issues. (Contact the appropriate state identification bureau for the correct procedures to follow. A listing of state identification bureaus can be found at: <https://www.fbi.gov/about-us/cjis/identity-history-summarychecks/state-identification-bureau-listing>.)
- 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.

16. Notices. Any notice required or permitted to be given under this Agreement will be deemed to be given when hand delivered or one (1) business day after pickup by any recognized overnight delivery service. All such notices must be in writing and 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 other 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 shall assume no liability for payment for Services, unless and until a copy of the Agreement, executed on behalf of each party, is delivered by the Exchange to the Contractor.
- c. If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, 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 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 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 parties shall not refer to the Services provided to the Exchange for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the other parties' prior written approval.
- f. The Contractor shall cooperate with any audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon written request, 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. The parties acknowledge that nothing in any request for proposal or this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.

- j. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.
- k. Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, will survive such expiration and/or termination.
- l. This Agreement, including all Statements of Work, 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 facsimile or e-mailed signature. All such counterparts taken together will, for all purposes, constitute one agreement binding upon each party.

**INTENTIONALLY LEFT BLANK  
SIGNATURES ON FOLLOWING PAGE**

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

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

**[CONTRACTOR]**

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**JAMES MICHEL  
CHIEF EXECUTIVE OFFICER**

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**[AUTHORIZED SIGNATORY]  
[TITLE]**

## Exhibit A

### A. Nondiscrimination and Affirmative Action

- a. For purposes of this Section A of this Exhibit A, 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, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, 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-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission 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, 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 M. Jodi Rell's Executive Order No. 1, paragraph 8, the Contractor must submit a contract certification annually to update previously submitted certification forms for state contracts. 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 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.

#### D. IRS Tax Information Security Provisions (Applicable only if Contractor will have access to FTI)

##### I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information under this contract will be subcontracted without prior written approval of the Exchange.
- (5) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of its computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that all returns and return information remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (7) Any spoilage or any intermediate hard copy printout that may result during the processing of returns and return information will be given to the Exchange or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the Exchange or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (8) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (9) The Exchange will have the right to void the contract if the Contractor fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein 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. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Contractors must maintain their authorization to access FTI through annual certification by the client that the Contractor understands the client's security policy and procedures for safeguarding IRS information. For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of these security requirements.

### III. INSPECTION

The IRS and the Exchange, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with Contract safeguards.

## **Appendix A**

### **Required Ethics and Nondiscrimination Certifications**

1. Ethics Form 1: State of Connecticut Gift and Campaign Contribution
2. Ethics Form 3: Certification of State Agency Official or Employee Authorized to Execute Contract  
(EXECUTED BY EXCHANGE)
3. Ethics Form 5: Consulting Agreement Affidavit
4. Ethics Form 7: Iran Certification Form
5. Nondiscrimination Form C: Affidavit by Entity
6. SEEC FORM 10

**SCHEDULE I**

**Form of Statement of Work**

SOW # \_\_\_\_\_

This Statement of Work ("SOW"), dated \_\_\_\_\_ (the "Effective Date"), adopts and incorporates by reference the terms and conditions of that certain Independent Contractor Agreement (the "Agreement") dated as of \_\_\_\_\_ between the **Connecticut Health Insurance Exchange d/b/a Access Health CT** and \_\_\_\_\_ (the "Contractor"). The services performed under this SOW will be conducted in accordance with and be subject to the terms and conditions set forth herein and in the Agreement. In the event of any conflict between any term in this SOW and the Agreement, the terms of this SOW shall control. Any capitalized terms used but not defined in this SOW shall have the meaning set forth in the Agreement.

1. Services

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

2. Staffing

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

3. Administration

The individual in charge of administering this SOW on behalf of the Exchange is \_\_\_\_\_.

The individual in charge of administering this SOW on behalf of the Contractor is \_\_\_\_\_.

4. Deadlines/Timeline

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

5. Compensation

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

[INSERT RATE TABLE]

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

6. Billing

The Contractor shall submit invoices to the Exchange monthly. Invoices shall, at a minimum, include the Contractor name, the billing period, the dates worked, the number of hours worked each day (billed to the tenth of an hour within a single workday) with a brief synopsis of the work performed, the rate being charged for the Contractor, and the total cost for the Contractor's work during the billing period. Invoices submitted late by the Contractor may result in delayed payment.

**IN WITNESS WHEREOF**, this SOW has been read and signed by the duly authorized representative of each party.

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

**[CONTRACTOR]**

---

**JAMES MICHEL  
CHIEF EXECUTIVE OFFICER**

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**SCHEDULE II**  
**Pricing Proposal**

**Appendix B**

Ethics Form 1: State of Connecticut Gift and Campaign Contribution



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a **Connecticut Health Insurance Exchange** contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**     Initial Certification     12 Month Anniversary Update (Multi-year contracts only.)  
                           Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

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

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |

**Lawful Campaign Contributions to Candidates for the General Assembly:**

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_  
**My Commission Expires**



**Appendix C**

Ethics Form 5: Consulting Agreement Affidavit



**Appendix D**

Ethics Form 7: Iran Certification



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: \_\_\_\_\_

INSTRUCTIONS:

- CHECK ONE: [ ] Initial Certification. [ ] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [ ] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
[ ] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
2) "Respondent" means the person whose name is set forth at the beginning of this form; and
3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [ ] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
[ ] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent 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)

**Appendix E**

SEEC Form 10: Notice of Campaign Contribution and Solicitation Limitations

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



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

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

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

### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

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

### **DUTY TO INFORM**

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

### **PENALTIES FOR VIOLATIONS**

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

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

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

### **CONTRACT CONSEQUENCES**

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

### NAME OF SIGNER

| First Name | MI | Last Name | Suffix |
|------------|----|-----------|--------|
|            |    |           |        |

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"

**Appendix F**

Nondiscrimination Forms

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



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

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

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**INSTRUCTIONS:**

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

**REPRESENTATION OF AN INDIVIDUAL:**

I, \_\_\_\_\_, of \_\_\_\_\_,  
Signatory Business Address

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

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**CONNECTICUT HEALTH INSURANCE EXCHANGE**  
**NONDISCRIMINATION CERTIFICATION – Affidavit by Entity**  
For Contracts Valued at \$50,000 or More

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with **The Connecticut Health Insurance Exchange** valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of the Superior Court or Notary Public. Submit to **The Connecticut Health Insurance Exchange** prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity

Signatory's Title

Name of Entity

duly formed and existing under the laws of \_\_\_\_\_.

Name of State or Commonwealth

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

\_\_\_\_\_ and that \_\_\_\_\_

Name of Entity

Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

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

\_\_\_\_\_  
**Commissioner Expiration Date**