

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

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**NAVIGATOR GRANT PROGRAM**

**May 15, 2020**



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## 1. BACKGROUND

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

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

The Exchange has identified an opportunity to engage with organizations that share a common mission and have a strong connection with target communities in Connecticut. To meet the requirements of the Affordable Care Act and to support our corporate goals and initiatives, the Exchange seeks qualified Respondents for its Navigator Grant Program (the “Navigator Program”). The Navigator Program will allow the Exchange to deepen its community relationships with the goal to engage, educate, inform and enroll individuals in target communities throughout Connecticut, particularly in the African-American/Black and Hispanic communities where the Exchange has seen enrollment fluctuate over the last seven years.

### Demographic information for Qualified Health Plan enrollees

Demographic	End of OE Period				
	2016	2017	2018	2019	2020
Hispanic*	17.19%	16.06%	14.94%	15.04%	14.73%
Black or African American*	9.19%	8.01%	6.99%	6.79%	6.77%
Asian*	4.62%	4.92%	5.03%	5.10%	5.11%
Age 18-34**	24%	25%	24%	23%	23%

\* Calculated for primary applicant respondents

\*\*Age percentage is calculated across entire QHP population

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

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

Please review Access Health CT's 2020 [Open Enrollment Summary](#) for more information on the Exchange's outreach efforts.

### **Our Values in Action**

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

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

## 2. SCOPE OF WORK

### ELIGIBLE ENTITIES

- I. To receive a grant under the Exchange’s Navigator Program, eligible Respondents must:
- i. Be capable of performing the duties described below during the period of July 1, 2020 – June 30, 2021 (the “Navigator Term”);
  - ii. Have enough office space and infrastructure (computers/laptops, Wi-Fi, chairs, tables, etc.) at its business location to perform the duties described below. Please note, Access Health CT will provide laptops for enrollment purposes only; the Navigator needs to provide their own laptops for other program activities;
  - iii. Have office space that has private spaces for consultations with consumers;
  - iv. Have free parking and be close to public transportation;
  - v. Be open, at minimum, Monday-Friday;
  - vi. Be located in an easy-to-find, accessible area that welcomes a high volume of visitors for other services;
  - vii. Ideally, be in a geographic area (or reasonable proximity) where the Exchange has historically received the highest number of QHP visitors/enrollees (Stamford, Danbury, New Haven, East Hartford, New Britain) or located in or near one of the following 19 towns/cities that represent 71% of the combined Black/African American, Hispanic/Latino, and Asian population in the State:

Bridgeport	Greenwich	Meriden	Norwalk	Waterbury
Bristol	Hamden	Middletown	Norwich	West Hartford
Danbury	Hartford	New Britain	Stamford	West Haven
East Hartford	Manchester	New Haven	Stratford	

- viii. Demonstrate to the Exchange that the Respondent has existing relationships, or could readily establish relationships, with target populations, employers and employees, consumers (including the uninsured and underinsured), or self-employed individuals likely to be eligible for enrollment in a QHP;

- ix. Build a 12-month comprehensive community outreach plan that details projects focused on reducing health disparities in your organization's targeted communities around the state; and increasing engagement, education, information and enrollment so residents can get, keep and use their health insurance plan benefits.
- x. Complete the Exchange's Navigator Training Program and meet any related certification requirements prescribed by the Exchange;
- xi. Not have a conflict of interest during the Navigator Term; and
- xii. Comply with the Exchange's Privacy Policy and the privacy and security safeguards applicable to Non-Exchange entities set forth in 45 CFR §155.260 (b); and
- xiii. Execute an agreement with the Exchange, substantially in the form of the draft contract set forth in **Appendix A** (the "Contract").
- xiv. Can enact social distancing requirements at Navigator site in accordance with Covid-19 regulations.

II. The following types of entities are eligible to receive a Navigator Grant:

- i. A trade, industry or professional association;
- ii. A community and consumer-focused nonprofit group;
- iii. A chamber of commerce;
- iv. A labor union; or
- v. A small business development center.

III. A Navigator cannot be a health insurer or receive any consideration directly or indirectly from an insurer in connection with any QHP enrollments (such as commissions).

**DUTIES OF NAVIGATORS**

I. Navigators will perform the following duties:

- i. Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange.
- ii. Provide information and services in a fair, accurate, and impartial manner which includes:
  - 1. Providing information that assists consumers with submitting the Exchange's eligibility application;
  - 2. Clarifying the distinctions among health coverage options and acknowledging other

- health programs, such as Medicaid;
3. Helping consumers make informed decisions during the health coverage selection process, including directing consumers to the Exchange's Certified Independent Brokers for advisement on health plan selection; and
  4. Providing information about the availability of financial help (e.g. premium tax credits and cost sharing reductions).
- iii. Assist and facilitate enrollment into a QHP, and if applicable, Medicaid/CHIP coverage.
  - iv. Provide referrals to the Office of the Healthcare Advocate or other appropriate agencies for any enrollee with a grievance, complaint, or question regarding a health plan, coverage, or a determination under such plan or coverage.
  - v. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange.
  - vi. Inform applicants of the functions and responsibilities of Navigators including that Navigators are not acting as tax advisers or attorneys when assisting consumers and cannot provide tax or legal advice.
  - vii. Receive authorization from applicants to access their PII and retain such authorization in accordance with the Exchange's record retention policies; inform applicants of their ability to revoke such authorization at any time.
  - viii. Provide targeted assistance to underserved or vulnerable populations as identified by the
  - ix. Exchange.
  - x. Provide information and assistance on the process of filing Exchange eligibility appeals.
  - xi. Provide information and assistance, including referrals to IRS, tax advisers/preparers or other related resources, regarding:
    1. The process of applying for exemptions from the individual shared responsibility payment that are granted through the Exchange.
    2. The availability of exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment that are claimed through the tax filing process and how to claim them.
    3. The Exchange-related components (Form 1095-A) of the premium tax credit reconciliation process.
  - xii. Execute all approved projects and tactics in the Navigator's community outreach plan and any other projects assigned by the Exchange.



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

i. Community Outreach

1. Build a 12-month comprehensive community outreach plan (the “Community Outreach Plan”) that:
  - i. Helps reduce health disparities in communities around the state;
  - ii. Engages, educates, informs, and helps increase enrollment so that Connecticut residents can get, keep and use their health insurance plan benefits.

Note: Access Health CT is currently building a strategic plan to better address health disparities in our state with a focus on several different social determinants of health. Once completed, Navigators will be given access to this plan (including its recommendations), as it might provide additional information for future projects/tactics that Navigators can implement.

2. Assist the Exchange in promoting events in available mediums/platforms (e.g. newsletter, bulletin boards, emails, social media, public relations, phone calls, etc.).
  - i. Recommend additional mediums for Access Health CT to spread the word in the community (e.g. local newspaper, radio, social media, etc.).
3. Identify and increase number of leaders and community influencers to:
  - i. Engage with and promote Access Health CT initiatives and events.
  - ii. Convene three (3) meetings of regional leaders and Access Health CT senior leadership.
  - iii. Assist with brand awareness.
4. Information sharing:
  - i. Contribute ideas for webinars, printed material, speaking opportunities, and potential outreach tour events.
  - ii. Provide insight of local communities to Access Health CT, allowing for a deeper connection with a wider group of residents.
  - iii. Share pertinent information about Access Health CT with residents, community influencers and stakeholders, including distributing

brochures, pamphlets, or posters in targeted locations (e.g. barber shops, supermarkets, pharmacies, etc.)

ii. Marketing

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

**Community Outreach Plan Requirements**

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

Description	Should answer	Narrative Example
Project Goal	<b>What</b>	<i>Execute Monthly Educational Webinars to Community in North end of Hartford.</i>
Project Reason	<b>Why</b>	<i>Raise awareness and prepare community for the Annual Open Enrollment Period and increase enrollment in communities of color in the North end of Hartford.</i>
Detailed Tactics	<b>How</b>	<ul style="list-style-type: none"> <li>• <i>Organize 12 online webinars with community leaders.</i></li> <li>• <i>Topics will include July: A, August: B, Sept.: C etc.</i></li> <li>• <i>The webinars will be promoted via email/calls to our internal list of community leaders.</i></li> </ul>
Timing	<b>When</b>	<i>Monthly starting July 2020 end June 2021</i>
Specific Target Audience(s)	<b>Who</b>	<i>Community leaders North end of Hartford including: X,Y,Z.</i>
Measures of Success	<b>Measuring</b>	<i>Minimum of 10 people participating on the webinar.</i>
Expected Results	<b>Results</b>	<i>Navigator will request participants to help spread the word and post AHCT’s marketing assets on social media. Navigator to follow up with each participant to answer</i>

		<i>any questions and provide all educational materials discussed in the webinar.</i>
Dependencies	<b>Dependencies</b>	<i>Navigator to coordinate with AHCT to collaborate with the presentation.</i>
Detailed Budget	<b>Cost to execute project</b>	<i>No additional cost.</i>

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

**Note: The Community Outreach Plan should address how your organization will adapt its projects in the event in-person events are not permitted or are limited due to the COVID-19 pandemic. Proposals must detail how Respondent intends to incorporate social distancing measures in its outreach efforts and how it will shift the outreach strategy as the Covid-19 restrictions are eased or lifted entirely.**

**ACCOUNTABILITY REPORTING REQUIREMENTS**

Navigators must comply with the following reporting requirements:

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

**GRANT AWARD**

The Exchange will award Navigator Grants based on each selected Respondent’s proposed Community Outreach Plan, which must include a budget reflecting all necessary costs to perform the Navigator duties (e.g. travel, mileage, sponsorship, community event costs, program materials, supplies, staffing, etc.). The total amount available for Navigator Grants is \$150,000, which may be awarded to one or more

Respondents. The Exchange will include Navigator Grant disbursement details in the contract. The Exchange reserves the right to modify the grant award amounts at any time during the Navigator term.

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

### **TRAINING REQUIREMENTS**

- I. The Exchange’s Training Department will develop and provide all entities and individuals carrying out Navigator functions under the Navigator Program a core training curriculum (the “Core Training Curriculum”) that will ensure expertise in:
  - i. The applicable provisions of Affordable Care Act and Connecticut Medicaid Program;
  - ii. The needs of underserved and vulnerable populations, including cultural and linguistic appropriate access;
  - iii. Eligibility and enrollment rules and procedures;
  - iv. The range of QHP options and affordability programs;
  - v. The privacy and security standards applicable under 45 CFR §155.260;
  - vi. The process of filing Exchange eligibility appeals;
  - vii. General concepts regarding exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment, including the application process for exemptions granted through the Exchange, and IRS resources on exemptions;
  - viii. The Exchange-related components (Form 1095-A) of the premium tax credit reconciliation process and IRS resources on this process;
  - ix. Basic concepts and rights related to health coverage and how to use it; and
  - x. Providing referrals to IRS, tax advisers/preparers or other related resources;
  - xi. Exchange eligibility and enrollment system; and
  - xii. Special Enrollment Period and Verification Checklist requirements.
  
- II. Additional training may include but is not limited to:
  - i. Grant reporting requirements
  - ii. Community outreach initiatives
  - iii. Marketing strategy

- iv. Presentation skills
  - v. Social media skills
  - vi. Event planning
  - vii. Workplace harassment
  - viii. Inclusion and diversity
  - ix. Ethical guidelines for community engagement
  - x. Exchange web portal and systems
- III. Following the completion of the Core Training Curriculum, the Exchange’s Training Department will administer a certification exam, which Navigators must pass before assisting consumers or performing any other Navigator duties.
- IV. The Exchange may require Navigators complete additional training as may be necessary at any time during the Navigator Term

**ADDITIONAL EXCHANGE RESOURCES**

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

### 3. NAVIGATOR APPLICATION REQUIREMENTS

- I. Respondents to this RFP must include the following information in their Proposal:
  - i. Organizational information including: name, type (tax-exempt, 501(c)(3), LLC, Corp., etc.), background (i.e. mission, vision, programs), staffing structure, and location(s);
  - ii. Geographic reach;
  - iii. Demographics of communities served (e.g. racial, age, income level, etc.);
  - iv. An explanation of the organization's qualifications and summary of any past projects that would enable your organization to serve as a Navigator and perform the work described in Section II – Scope of Navigator Program. Responses should demonstrate experience reaching hard-to-reach populations and adaptive approach to varying ethnic, cultural, linguistic, literacy, and health literacy requirements of people served;
  - v. Proposed Approach/Project Plan, including the Community Outreach Plan, to address the requirements described in Section II – Scope of Navigator Program. Responses should include innovative tactics to be employed as Navigator, metrics to measure success, and desired outcomes.
  - vi. Program budget and budget narrative to justify grant award;
  - vii. Navigator staffing structure including brief bios or resumes of each staff member who will be involved, their role, and the number of hours per week they will devote to the project, and availability (e.g. weekday, evenings, weekends). Selected Navigators must have at least one full-time (or full-time equivalent) individual staffing the Navigator Program;
  - viii. Contact information including phone and email for primary contact, address(es), website address, and social media handles;
  - ix. Three (3) references. Include name, title, phone, email, and relationship to the Respondent. References who can speak to Respondent's potential ability to perform the Navigator duties are ideal;
  - x. Organizational statement that addresses the following questions:
    - Why is your organization interested in serving as an Access Health CT Navigator?
    - Is your organization passionate about access to health care? Why?
    - Is your organization passionate about reducing health disparities in CT? Why?

- What outreach does your organization currently conduct around access to health care and reducing health disparities in CT?
- What communities does your organization currently work with and would such communities be interested in learning more about their health care options?
- What is your organization's experience working with media (TV, radio, print, web, social)?
- Is your organization currently the recipient of any grants? If yes, please describe the purpose of the grant(s) and the impact, if any, the Navigator Grant would have on your organization's other grant awards.

II. Additional responses required in the Proposal:

- i. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in provided the services set forth herein to the Exchange.
- ii. If you find any term or provision of the proposed draft Contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract for this engagement.
- iii. Discuss any pending complaints or investigations, or any made or concluded within the past five (5) years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees, attorneys and/or associates.
- iv. Describe how your organization intends to perform the Navigator duties given the ongoing Covid-19 pandemic.

## 4. INSTRUCTIONS TO RESPONDENTS

### I. RFP Schedule

Activity	Date
Issuance of RFP	5/15/2020
Written Questions Due	5/29/2020
Answers Posted	6/5/2020
Proposals Due	6/15/2020 at 4:00 p.m.

Organizations may submit written questions regarding this RFP, **by email only**, directed to [ellyn.laramie@ct.gov](mailto:ellyn.laramie@ct.gov), no later than May 29, 2020. The Exchange will post answers by June 5, 2020 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. Please note, oral presentations will likely take place virtually. The Exchange will provide further details at a future date.

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 Electronic Proposals

Each Respondent must submit a Proposal in PDF form that meets the requirements set forth in the "Contents of Proposals" section below, submitted via email to Ellyn Laramie ([ellyn.laramie@ct.gov](mailto:ellyn.laramie@ct.gov)) with "RFP –Navigator Grant Program" noted in the subject line of the email. The email should include the name and address of the responding organization and identify a contact person. Failure to follow these instructions could disqualify a Respondent from further consideration.



**The Exchange must receive submitted Proposals no later than June 15, 2020, at 4:00 p.m. EST.**

The Exchange will not consider Proposals postmarked or received electronically 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 Section III – Navigator Application Requirements. Concise answers are encouraged.
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. SEEC Form 10 – Acknowledgement of Receipt of the State Elections Enforcement

Commission's Notice of Campaign Contribution and Solicitation Limitations, as attached in **Appendix D**

- d. Nondiscrimination Form A (Affidavit by Individual) or Nondiscrimination Form C (Affidavit by Entity), attached as **Appendix E**. Respondents should only submit the applicable form, not both.
4. **Offer of Gratuities Certification**: Respondents **must represent that no elected or appointed official or employee of the State of Connecticut or the Exchange has, or will, benefit financially or materially from the Contract**. The Contract may be terminated by the Exchange if it is determined that gratuities of any kind were either offered to, or received by, any state officials or employees from the firm, the firm's agent(s), representative(s) or employee(s). Such action on the part of the Exchange shall not constitute a breach of contract by the Exchange.
5. **Validation of Proposals**: Each Proposal **must be signed by an authorized official** and shall be a binding commitment that the Exchange may incorporate, in whole or in part, by reference or otherwise, into the Contract. The Proposal must also include evidence that the person submitting the proposal has the requisite power and authority on behalf of the firm to submit and deliver the Proposal and subsequently to enter into, execute and deliver, and perform the Contract.

#### **IV. 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.

#### **V. Presentation of Supporting Evidence**

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

#### **VI. 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.

**VII. Disqualification**

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

**VIII. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by 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 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 state contract, as defined in Public Act No. 07-1, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the Proposal in response to this RFP must expressly acknowledge receipt of the State Elections Enforcement Commission's notice, as attached in **Appendix D**, advising prospective state vendors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
- D. Pursuant to Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every vendor is required to provide the State 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 E**. 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  
RFP FOR NAVIGATOR GRANT PROGRAM**

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS **INDEPENDENT CONTRACTOR AGREEMENT** (this “Agreement”), effective as of July 1, 2020 the “Effective Date”), is 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 \_\_\_\_\_, a \_\_\_\_\_ [corporation, partnership, etc.] with an office at \_\_\_\_\_ (the “Contractor”).

**BACKGROUND**

Public Act 11-53 established the Exchange as the state-based insurance marketplace for the State in accordance with the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010 (collectively, the “ACA”). Both the ACA (see 45 § CFR 155.210) and State law (see CGS § 38a-1087) require the Exchange to establish a Navigator Grant Program through which the Exchange will award grants to eligible entities to, among other things, market the Exchange and the availability of qualified health plans (“QHP”) sold through the Exchange and provide accurate and impartial information to individuals likely to enroll in a QHP. Accordingly, the Exchange issued a Request for Proposals for Navigator Grant Program on May 15, 2020 (the “RFP”) and the Contractor submitted an acceptable proposal in response to the RFP (the “Proposal”). The parties wish to set forth their intentions with respect to this engagement.

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

1. Scope of Services. The Contractor shall perform the services specified in **Exhibit A** in accordance with its Proposal, which is incorporated into this Agreement as **Appendix D** (the “Services”). Before commencing performance of the Services, Contractor shall complete the Navigator Training Program, which will cover the topics set forth in **Exhibit A**. The Exchange will provide Contractor with the resources described in **Exhibit A** to ensure Contractor’s successful performance of the Services.
2. Administration.
  - a. The individuals in charge of administering this Agreement are: (i) on behalf of the Exchange, Andrea Ravitz, Director of Marketing; and (ii) on behalf of the Contractor \_\_\_\_\_.
  - b. If the Exchange requests that a staff member of the Contractor no longer provide Services to the Exchange under this Agreement, the Contractor shall remove such staff member from the assignment within seven (7) days. Upon the request of the Exchange, the Contractor shall augment the remaining staff with staff acceptable to the Exchange.
3. Time of Performance and Term.
  - a. The Contractor shall perform the Services at such times and in such sequence as may be reasonably requested by the Exchange. The Contractor shall comply with any timeline or deadlines set forth in this Agreement.
  - b. This Agreement will commence on the Effective Date and terminate on June 30, 2021 (the “Initial Term”), unless sooner terminated as provided in Section 5. Upon at least thirty (30) days



prior to the date of expiration of the Initial Term, the Exchange shall have the right to renew this Agreement for two (2) additional one (1) year terms (each a "Renewal Term")

4. Grant Award.

- a. The Exchange shall award Contractor a Navigator Grant in the total amount of \_\_\_\_\_ during the Initial Term, and if exercised, during each Renewal Term (the "Grant"). The Exchange will disburse the Grant in three (3) installments: (i) \_\_\_\_\_ in August 2020 (and, if applicable August 2021 and August 2022); (ii) \_\_\_\_\_ in January 2021 (and, if applicable, January 2022 and January 2023); and (iii) \_\_\_\_\_ upon receipt of Contractor's final comprehensive report in June 2021 (and, if applicable, June 2022 and June 2023).
- b. All expenditures of Grant funds by Contractor must be consistent with Contractor's budget as set forth in the Proposal (the "Program Budget"). Any significant deviation from the Program Budget requires prior written approval of the Exchange.
- c. If the Exchange terminates this Agreement prior to the end of the Initial Term or any Renewal Term in accordance with Section 5, the Exchange, in its sole discretion, may permanently withhold the payment of any remaining Grant funds. Upon such termination, Contractor shall (i) provide the Exchange with a full accounting of the receipt and disbursement of the Grant through the effective date of termination; and (ii) repay to the Exchange within thirty (30) days of the effective date of termination any Grant funds that were not expended on or prior to the effective date of termination.

5. Termination.

- a. Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time for any reason. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date.
- b. Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice). Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 8(a) below), in its possession, custody or control; except for one copy being retained to keep record of obligations subject to the confidentiality obligations set forth in Section 14.

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

- a. Contractor shall submit biweekly, monthly, and quarterly reports on progress on outreach and enrollment initiatives and other reporting elements, such as number of visitors, issues, events, etc.
- b. Contractor shall participate in weekly calls with the Exchange and other Navigators to share updates, best practices, and make recommendations on Navigator Program adjustments.
- c. Contractor shall maintain accurate records, including records that account for the receipt and disbursement of the Grant in accordance with the Program Budget and provide such additional related records to the Exchange upon request.

- d. Contractor attend in-person meetings as necessary to present on outreach and enrollment efforts, including Exchange Board of Director meetings as requested by the Exchange.
  - e. At the end of the Initial Term or any Renewal Term, Contractor shall provide the Exchange with a comprehensive final report of Contractor's efforts in performing the Services, including a final accounting of expenditures of the Program Budget.
7. Representations and Warranties. The Contractor represents and warrants to the Exchange for itself and for the Contractor Agents (as defined herein), as applicable, that:
- a. The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services;
  - b. The Contractor and where applicable, the Contractor Agents, duly and validly exist under the laws of their states of organization and possess authorization to conduct business in the State of Connecticut in the manner contemplated by this Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;
  - c. The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;
  - d. Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;
  - e. Neither the Contractor nor any Contractor Agent has been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;
  - f. Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above;
  - g. None of the Contractor's prior contracts with any governmental entity have been terminated by the governmental entity for cause; and
  - h. The Contractor will not use Contractor Agents to perform the Services who are not employees of the Contractor without the Exchange's prior written consent. Upon receipt of such consent and prior to the performance of the Services by such Contractor Agent, the Contractor shall secure an assignment to the Exchange of any Work Product (as defined in Section 8 (c)) produced by such Contractor Agent.
  - i. During the Initial Term and any Renewal Term, the Contractor and Contractor Agents shall comply with the Navigator Program Policies attached to this Agreement as **Exhibit B**.
8. Records/Intellectual Property.

- a. The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, 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, upon written request from the Exchange, shall provide to the Exchange within a reasonable time, all original Records, or, in the Exchange's sole discretion, copies thereof. Contractor shall otherwise maintain all original Records, or copies thereof, for a period of ten (10) years after the termination of this Agreement. Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the Effective Date will belong to the party that owned such rights prior thereto. Neither party will gain by this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other, except as expressly set forth herein.
- c. The Exchange shall own all work product, and the copyright therein, resulting from the Services rendered by Contractor under this Agreement. The Contractor represents that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

9. Insurance.

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

- iv. Professional Liability: Contractor shall maintain Errors and Omissions coverage in a form acceptable to the Exchange in the minimum amount of One Million Dollars (\$1,000,000) aggregate and an annual aggregate of \$1,000,000. In lieu of Professional Liability coverage, the Exchange will accept Umbrella Liability coverage in the comparable coverage amount.
- b. Contractor must name the Exchange and the State of Connecticut as additional insureds on the Commercial General Liability policy described in Section 9(a) and must be endorsed accordingly. Coverage required under this Agreement shall be primary over any insurance or self-insurance program carried by the Exchange or the State. The insurance policies required hereunder must include provisions: (i) stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Exchange, the State and their respective officers, agents, employees, and volunteers; and (ii) preventing cancellation or non-renewal without at least 45 days (10 days for nonpayment of premium) prior notice.
- c. Contractor shall provide certificates evidencing the insurance coverage required by this Agreement to the Exchange upon execution of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the Exchange certificates of insurance evidencing renewals thereof.

10. Indemnification.

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

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

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

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

14. Confidentiality.

- a. In the event and to the extent that the Contractor or its Contractor Agents have access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data and personally identifiable information, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Contractor agrees, for itself and its Contractor Agents, to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange's prior written consent. The Contractor and its Contractor Agents shall comply with all applicable laws regarding personally identifiable information, including without limitation, the privacy and security standards and obligations adopted in accordance with 45 C.F.R. § 155.260(b)(3), and those privacy and security standards and obligations are hereby incorporated into this Agreement by reference. If the Contractor or its Contractor Agent is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.
- b. With respect to the Contractor's obligations to maintain the privacy and security of personally identifiable information:
  - i. The Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls;
  - ii. The Contractor shall promptly inform the Exchange of any change in its administrative, technical or operational environments that would require an alteration of the standards of this Agreement; and
  - iii. The Contractor shall bind any subcontractor to the same privacy and security standards and obligations to which the Contractor has agreed in this Agreement.
- c. The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, may not be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession, which the Exchange believes it is required to disclose pursuant to FOIA or any other law. For any information that Contractor believes to be exempt from disclosure under FOIA, Contractor must identify the specific information, provide enough explanation and rationale to justify each claimed exemption consistent with Connecticut

General Statutes § 1-210(b) and provide a redacted version of the document. For the avoidance of doubt, Contractor cannot claim a general exemption from FOIA for the entirety of any document.

15. Background Checks.

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

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

**If to the Exchange:**

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

**If to the Contractor:**

17. Miscellaneous.

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

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

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

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

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

**[CONTRACTOR]**

\_\_\_\_\_  
**ANTHONY CROWE  
CHIEF OPERATING OFFICER**  
\_\_\_\_\_

\_\_\_\_\_  
**[NAME]  
[TITLE]**  
\_\_\_\_\_



## EXHIBIT A

### SCOPE OF SERVICES

- I. Contractor will perform the following duties during the Initial Term, and if applicable, each Renewal Term:
  - i. Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange.
  - ii. Provide information and services in a fair, accurate, and impartial manner which includes:
    1. Providing information that assists consumers with submitting the Exchange's eligibility application;
    2. Clarifying the distinctions among health coverage options and acknowledging other health programs, such as Medicaid;
    3. Helping consumers make informed decisions during the health coverage selection process, including directing consumers to the Exchange's Certified Independent Brokers for advisement on health plan selection; and
    4. Providing information about the availability of premium tax credits and cost sharing reductions.
  - iii. Facilitate selection of and enrollment into a QHP.
  - iv. Provide referrals to the Office of the Healthcare Advocate or other appropriate agencies for any enrollee with a grievance, complaint, or question regarding a health plan, coverage, or a determination under such plan or coverage.
  - v. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange.
  - vi. Inform applicants of the functions and responsibilities of Navigators including that Navigators are not acting as tax advisers or attorneys when assisting consumers and cannot provide tax or legal advice.
  - vii. Receive authorization from applicants to access their PII and retain such authorization in accordance with the Exchange's record retention policies; inform applicants of their ability to revoke such authorization at any time.
  - viii. Provide targeted assistance to underserved or vulnerable populations as identified by the Exchange.
  - ix. Provide information and assistance on the process of filing Exchange eligibility appeals.
  - x. Provide information and assistance, including referrals to IRS, tax advisers/preparers or other related resources, regarding:
    1. The process of applying for exemptions from the individual shared responsibility payment that are granted through the Exchange.
    2. The availability of exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment that are claimed through the tax filing process and how to claim them.
    3. The Exchange-related components (Form 1095-A) of the premium tax credit reconciliation process.
- II. Navigators will assist the Exchange with several initiatives including, but not limited to, the following:
  - i. Community Outreach

1. Organize, host and staff activities to support Access Health CT (before, during or after open enrollment). These activities may include but are not limited to:
    - i. Healthy Chats (informational/educational sessions)
    - ii. Four (4) Enrollment Fairs
    - iii. Customer Support Centers (post Open Enrollment)
    - iv. Four (4) Community events/sponsorships
    - v. Schedule and attend two (2) meetings or speaking engagements per week (8 per month).
  2. Topics:
    - i. Recommend topics for Access Health CT to engage the community
    - ii. Co-present with Access Health CT staff, co-organize participation by brokers and Enrollment Specialists for in-person enrollment help if needed.
  3. Promotion:
    - i. Promote events in available mediums/platforms (e.g. newsletter, bulletin boards, emails, social media, public relations, phone calls, etc.).
    - ii. Recommend additional mediums for Access Health CT to spread the word in the community (e.g. local newspaper, radio, social media, etc.).
  4. Identify and increase number of leaders and community influencers to:
    - i. Engage with and promote Access Health CT initiatives and events.
    - ii. Convene 3 meetings of regional leaders and Access Health CT senior leadership.
    - iii. Assist with brand awareness.
  5. Annual Community Conference (October):
    - i. Support conference planning and logistics as needed prior to and on day of event.
    - ii. Recommend workshop topics/ideas.
    - iii. Organize and participate on a panel on effective outreach in diverse communities.
  6. Information sharing:
    - i. Contribute ideas for webinars, printed material, speaking opportunities, and potential outreach tour events.
    - ii. Provide insight of local communities to Access Health CT, allowing for a deeper connection with a wider group of residents.
    - iii. Share pertinent information about Access Health CT with residents, community influencers and stakeholders, including distributing brochures, pamphlets or posters in targeted locations (e.g. barber shops, supermarkets, pharmacies, etc.)
- ii. Marketing
1. Actively engage in social media promotion via Twitter, Facebook, and/or Instagram by sharing Access Health CT posts and events; escalate issues that emerge online to Access Health CT team.
  2. Share local media contacts for paid and organic efforts including co-branded and co-op opportunities.
  3. Work with Access Health CT team to develop content for social and web platforms, highlighting the importance of healthcare and preventive services to address health disparities that exist in Connecticut.
  4. Distribute collateral, posters and other communications to help spread the word in

the community.

5. Increase brand visibility, perception, and awareness via events, Enrollment Fairs, sponsorships, meetings, speaking engagements, etc.

### **NAVIGATOR TRAINING PROGRAM**

- I. The Exchange's Training Department will provide Contractor and the Contractor Agents a core training curriculum that will ensure expertise in:
  - i. The applicable provisions of the Affordable Care Act and Connecticut Medicaid Program;
  - ii. The needs of underserved and vulnerable populations, including cultural and linguistic appropriate access;
  - iii. Eligibility and enrollment rules and procedures;
  - iv. The range of QHP options and affordability programs;
  - v. The privacy and security standards applicable under 45 CFR §155.260;
  - vi. The process of filing Exchange eligibility appeals;
  - vii. General concepts regarding exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment, including the application process for exemptions granted through the Exchange, and IRS resources on exemptions;
  - viii. The Exchange-related components (Form 1095-A) of the premium tax credit reconciliation process and IRS resources on this process;
  - ix. Basic concepts and rights related to health coverage and how to use it; and
  - x. Providing referrals to IRS, tax advisers/preparers or other related resources;
  - xi. Exchange eligibility and enrollment system; and
  - xii. Special Enrollment Period and Verification Checklist requirements.
- II. Additional training may include but is not limited to:
  - i. Community outreach initiatives
  - ii. Marketing strategy
  - iii. Presentation skills
  - iv. Social media skills
  - v. Event planning
  - vi. Workplace harassment
  - vii. Inclusion and diversity
  - viii. Ethical guidelines for community engagement
  - ix. Exchange web portal and systems

### **ADDITIONAL RESOURCES**

- I. The Exchange will provide each Navigator with two (2) laptops for use in enrolling consumers into health coverage.
- II. During the high-volume season (November – February), the Exchange will provide two (2) individuals from the Exchange's Call Center to work onsite at each Navigator location to assist with the performance of Navigator duties. As these two individuals are employees of the Exchange's Call Center vendor, the Exchange will bear the cost of these additional resources.
- III. The Exchange's Community Outreach Manager will oversee the day-to-day operations of the Navigator Program and is available to assist Contractor as needed.

## **EXHIBIT B**

### **NAVIGATOR GRANT PROGRAM POLICIES**

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

#### **Conflict of Interest**

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

Contractor may not:

- receive any money, commissions, gifts, rebates or prizes from a health insurance issuer or employer for enrolling people in any health plan;
- give out any money, gifts, rebates or prizes to consumers for enrolling in health coverage through the Exchange;
- be a health insurance issuer, or issuer of stop loss insurance;
- be a subsidiary of a health insurance issuer or issuer of stop loss insurance; or,
- be an association that includes members of, or lobbies on behalf of, the insurance industry.

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

Contractor must disclose the following:

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

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

To ensure that the public is protected from possible conflicts of interest, the Exchange will monitor enrollment patterns in the Navigator Grant Program to make sure that Contractor is providing unbiased information to the consumers. If Contractor is found to be steering consumers into a certain plan for

the purpose of financial or material gain, the Exchange will document the conflict of interest breach, and take appropriate action.

#### Confidentiality, Privacy and Security

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

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

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

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

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

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

#### Ethics

Contractor acknowledges that it is being placed in a position of trust, and as such the success of the Navigator Program is highly dependent on the ability to gain and maintain, the public's confidence in the

program's integrity. Contractor will not commit any act or do anything which might tend to bring the Contractor or the Exchange into public disrepute or ridicule or which may tend to reflect unfavorably on or materially injure the success of the Navigator Program. Such acts include but are not limited to acts of dishonesty, theft, misappropriation of property, moral turpitude, or any act injuring, abusing or endangering others.

#### Decertification and Criminal and Civil Penalties

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

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

## EXHIBIT C

### A. Nondiscrimination and Affirmative Action

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

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign

government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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



may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided that if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

#### B. Certain State Ethics Requirements

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

#### C. Applicable Executive Orders of the Governor

The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

## **APPENDIX A**

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

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

**APPENDIX B**

**Notice of Privacy Rights Statement**

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

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

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

- Visit **accesshealthct.com** to learn the basics of health insurance and compare plans carefully.
- Know that the **2020 Open Enrollment** period runs from November 1, 2019 to December 15, 2019. No one can enroll you in coverage through Access Health CT until Open Enrollment begins or after it ends unless you have special circumstances.
- Know that Medicare and/or Medicare Supplements are not available through AHCT.
- Keep your personal information and account numbers private. Don't give your Social Security number or credit card or banking information to anyone that you did not contact or in response to unsolicited advertisements.
- Never give your PII to someone who calls or comes to your home without your permission, even if they say they are from Access Health CT.
- Remember that none of Access Health CT's consumer assisters may ask you for money to enroll through Access Health CT. These resources are free of charge. Consumers should be suspicious of anyone who requests a fee in connection with enrollment.
- **Report fraud if you suspect it.** Contact your local police, the Federal Trade Commission Identity Theft Hotline at 1-877-438-4338 and Access Health CT at 1-855-805-4325 or 1-855-789-2428 for TTY calls. You may also inform the Connecticut Office of the Attorney General by writing to 110 Sherman Street, Hartford, CT 06105, or faxing 860-808-5587.

**APPENDIX C**

**Authorization to Disclose Personally Identifiable Information (PII)**

## **AUTHORIZATION TO DISCLOSE PERSONALLY IDENTIFIABLE INFORMATION (PII)**

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

### **CONSENT**

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

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Date

### **WITHDRAWAL OF CONSENT**

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

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Date

**APPENDIX D**

**Contractor Proposal**