

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

**REQUEST FOR PROPOSALS (RFP)
FOR
SMALL BUSINESS PROGRAMS –
ICHRA PLATFORM**

March 7, 2024



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1. BACKGROUND

The mission of the Connecticut Health Insurance Exchange d/b/a Access Health CT (“Access Health” or the “Exchange”), Connecticut’s official state-based health insurance marketplace, is to decrease the number of uninsured residents, improve the quality of healthcare, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health coverage that gives them the best value. To accomplish this mission and meet certain requirements of the Patient Protection and Affordable Care Act (“ACA”), Access Health has developed an online shopping and enrollment experience for state residents and small businesses, as well as an extensive marketing and communication infrastructure, to raise awareness of health insurance options and facilitate consumer enrollment into healthcare coverage.

Our Values in Action

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

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

2. SCOPE OF WORK

The selected Respondent must enter a contract with the Exchange, substantially in the form of the draft contract set forth in Appendix A (the "Contract"). The initial term of the Contract will be three (3) years.

The Exchange seeks a qualified vendor that possesses the expertise, technical framework, support staff, and other necessary requirements to effectively assist the Exchange in offering employers, employees, and brokers the ability to administer and access an Individual Coverage Health Reimbursement Arrangement ("ICHRA") program through an innovative, and easy to use platform. In the future, the Exchange envisions integrating the Exchange's eligibility and enrollment system with the selected Respondent's ICHRA platform to maximize efficiencies for employers, employees, and brokers in managing their healthcare coverage needs.

The selected Respondent's ICHRA platform must have the functional capabilities to satisfy all legal and regulatory requirements regarding the administration of an ICHRA program including, but not limited to: (i) individual market health insurance integration, (ii) information reporting, (iii) substantiation, (iv) plan document dissemination (v) notice dissemination, and (vi) ICHRA affordability determination.

Respondents must complete the Requirements Traceability Matrix, attached as Schedule I, and submit it with the Proposal.

Respondent Proposals should address each of the categories below and provide all pertinent information requested.

Company Background

1. Provide an overview of your company including years in business, number of employees, current clients, and presence in Connecticut.
2. Provide a general overview of your company's ICHRA, QSEHRA and other products.
3. How long has your company provided ICHRA related services?
4. How many brokers, employers and customers/employees do you currently serve with your ICHRA platform? In what states?
5. What is the average size of your team that works with an exchange or a broker agency during the implementation phase of the platform and will this be the same team that will provide all the necessary customer support after the implementation?

Employer Services

1. Describe the services and tools available to employers in the decision making/design of their ICHRA/benefits package. Please include the following:
 - a. Employer onboarding screen
 - b. Employer contribution levels screen
 - c. Employer financial/budget modeling screen

d. Employer alternative options screen

2. Include a description and screen shots on how the platform assists employers in determining how ICHRA contribution levels could impact an employee's eligibility for a federal subsidy for health coverage.
3. Describe the tools/process used for importing the employee roster.
4. Describe the services available for employers to administer plan enrollment. Please provide screenshots if available.
5. What services does your company provide to ensure ICHRA legal and regulatory compliance (substantiation, ACA, ERISA, plan documents and notifications to the employee)?
6. Do you provide any services to assist in Section 125 plan setup, modification, or compliance?
7. What type of resources, training, education, assistance, marketing tools do you provide the employers for open enrollment and ongoing management of their ICHRA plan?
8. Does your company provide training for employers? If yes, describe your training process/platform.
9. Does your platform provide auto payment services? If yes, please explain the features.
10. What tools do you currently have in place to make sure that large groups meet the employer mandate?
11. Please explain how your platform handles different employee classes.
12. Please explain how your platform addresses minimum class size requirements.
13. Does the platform have an employer dashboard, and can it be personalized?
14. Do you provide COBRA administration services for employer groups?
15. Please explain how your platform interacts with eligible HSAs.

Employee Experience

1. Describe assistance/education provided to employees to opt out for ACA subsidized health coverage.
2. Describe the employee's plan shopping experience (self-service decision support tools, customer service availability, broker assistance). Please provide screenshots, if available.
3. Describe the plan enrollment/application process. For example, describe data entry by employees, data integration with roster/shopping experience, and binder payment responsibility.
4. Describe how your platform handles premium payments to insurance carriers and benefit providers (banking arrangements). What does the employee's experience look like?

5. Does your company provide training for employees? If so, describe your training process/platform.
6. Can employees self-service and make address and demographic changes? Also, if you do allow employees to self-service is there a mechanism in place that will only allow this to happen with HR approval from the employer group?
7. Does the platform have an employee dashboard, and can it be personalized?

Broker Relationship and Functionality

1. Describe your company's relationship with brokers/agents and expectations of broker partners.
2. Do you provide training for brokers/agents/producers? If yes, describe your training process/platform.
3. How does your platform manage Broker compensation?
4. Can a broker perform all the functions of an employer and an employee to enroll on your platform?
5. Does your platform currently have a function that will allow an employer to find a broker in their area that will be able to help them through the ICHRA process?
6. Does the platform provide for a broker dashboard, and can it be personalized?

Language

1. What languages does your platform support?
2. Do you provide interpretation services?

Plan Management

1. The platform must include functionality that allows the Exchange to ensure that carrier and plan information is accurate and in compliance with all applicable laws and regulations, and sufficiently flexible so that the Exchange can react to changes in applicable laws, regulations, and the insurance marketplace.
2. Please provide samples of the following:
 - a. ICHRA Plan Document
 - b. ICHRA Adoption Agreement
 - c. Summary Plan Description
 - d. ICHRA Employee Notice
 - e. ICHRA Summary of Benefits and Coverage
 - f. Employee Packet

Correspondence and Administrative Notices

1. How will administrative notices (e.g., billing, termination notices, and collection recovery) be generated to enrolled employers, employees, and brokers?

2. What requirements are needed from Access Health CT and the ICHRA platform to facilitate the generation of administrative notices?

Carrier Reconciliation

1. How does your platform interact with carriers?
2. How does your platform handle carrier employer/employee billing and processing errors?
3. How will information regarding weekly/monthly reconciliation of effectuated enrollments with insurance carriers be collected?

Technology - Platform Integration and Data Exchange

1. Describe the Data Exchange Interface technology solution provided to transfer information between your platform and the Exchange. List out the critical interfaces that will be provided to facilitate any processes necessary for integration with Access Health CT.
2. Can your platform support real-time data exchange and processing? If so, describe the technology used and any limitations.
3. Describe the data exchange protocol and the data format (flat file/XML/JSON)
4. Describe the data interface security measures / controls between the Exchange and your platform.
5. Describe the operations / support model and change control mechanisms for the interfaces.
6. Is your platform developed/maintained internally, through a third party or a mix of both? Please describe.
7. Describe how your platform can integrate into a state-based exchange platform (both on-premises and cloud)?
8. Please provide examples of successful integrations with third-party systems, including technical challenges encountered and how they were resolved.

Platform Capabilities and Compliance

1. How does your platform handle eligibility determinations, enrollment processes, and Premium Tax Credit calculations?
2. Please describe how your platform processes ICHRA affordability determinations.
3. Explain your platform's capability to support various health insurance products, including but not limited to ICHRAs.
4. Detail your platform's compliance with ACA regulations and any other federal or state mandates relevant to health insurance exchanges.

Performance Metrics and Reporting

1. What performance metrics do you track, and how are these reported to clients?
2. How does your system support reporting requirements for state and federal oversight?
3. Describe your system's capabilities for analytics and reporting on enrollment, usage, and other key performance indicators.
4. Please explain how your platform handles Medicare secondary payer reporting requirements.
5. Please explain how your platform handles ACA information reporting for large employers.

Customer Support

1. Please describe your customer service experience including support for employers, employees, and brokers. What are your hours of operation for customer support?
2. Do you offer multilingual support? If so, which languages?
3. Does your platform and customer support channels accommodate deaf and hearing-impaired users? If yes, please describe the functionality/tools available.
4. Do you provide self-service options for customers (online knowledge base, community forums)?
5. Do you have an IVR (Interactive Voice Response) system? What are the client assistance capabilities and services provided by your automated IVR system?
6. Please indicate which of the following customer service support features are provided by your company:
 - Toll-free telephone number
 - E-mail
 - Live customer service representatives who are employees of your company available from 8am – 6pm (or longer) Monday through Friday
 - Live customer service reps available on Saturdays
 - Automated Interactive Voice Response (IVR) system available 24/7
 - Assistance for hearing-impaired
 - Translation services for non-English languages
 - Live chat
7. Please provide your company's performance standards and the most recent results for the customer service areas noted below:
 - Call abandonment rate (%)
 - Call average speed of answer (in seconds)

- Call resolution (same day response %)
 - Complaint acknowledgement within 5 days (%)
 - Complaint resolution within 30 days (%)
 - Average response to email inquiries (in days)
8. Does your company conduct member satisfaction surveys? If so, describe your measurement scale and latest results. Please also include a sample survey.
 9. How many customer service employees do you employ and how many have been certified by an independent third-party organization? Explain the criteria used for certification.
 10. How do you handle unexpected call volumes?
 11. Describe the training provided to your customer service representatives.
 12. Please describe your CRM and how it is leveraged for customer support services.
 13. Please provide references from previous clients who have used your customer support services.

Artificial Intelligence

1. If applicable, please describe how artificial intelligence is integrated with your platform, and how it is used to support employers, employees, and brokers.

3. PRICING PROPOSAL

Respondents to this RFP must include a separate, detailed Pricing Proposal, including specific hourly rates for each category of employee who will provide the services described herein (excluding clerical staff).

Additionally, the Pricing Proposal must include a rate card or approximate hourly rates for reference, should other work or need for services arise that are not detailed or anticipated in the current project scope of work.

The Pricing Proposal should reflect any discounted rates available to government, non-commercial or not-for-profit entities.

Stability of Proposed Fees

Any rates and fee(s) set forth in the Pricing Proposal must be valid for the initial term of the Contract. The initial term of the Contract will be three (3) years.

Independent Price Determinations

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

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

The Pricing Proposal must be sent separately via email to Sinisa Crnkovic (Sinisa.Crnkovic@ct.gov) no later than 4:00 p.m. EST on 04/05/2024.

4. INSTRUCTIONS TO RESPONDENTS

I. RFP Schedule

Activity	Date
Issuance of RFP	03/07/2024
Written Questions Due	03/19/2024
Answers Posted	03/28/2024
Proposals Due	04/05/2024

Respondents may submit written questions regarding this RFP by email only to John Carbone john.carbone@ct.gov no later than March 19, 2024. The Exchange will post answers by March 28, 2024 only in the form of one or more addenda to this RFP and made available on the Exchange's website, <https://agency.accesshealthct.com/solicitations>, under the "Contact Us" tab beneath the "Solicitations" heading. The Exchange may not post answers to questions received after the deadline. Respondents are responsible for checking the Exchange's website for any addenda to this RFP.

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

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

II. Submission of Proposals

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

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

- Respondents must email their Proposal excluding the pricing Proposal to: **John Carbone** John.Carbone@ct.gov. The Subject line of the email should read: **Small Business Programs – ICHRA Platform RFP Proposal – [Your Firm's Name]**.
- Respondents must email their Pricing Proposal to: **Sinisa Crnkovic** (Sinisa.Crnkovic@ct.gov). The Subject line of the email should read: **Small Business Programs – ICHRA Platform RFP Pricing Proposal – [Your Firm's Name]**.

All Proposals must be received by the Exchange via e-mail by **04/05/2024, no later than 4:00 p.m. EST.**

Proposals sent by U.S. Mail will not be accepted. The Exchange will not consider Proposals received after the submission deadline.

A Respondent's submission of a Proposal shall constitute, without any further act required of the Respondent or the Exchange, the Respondent's acceptance of the requirements, administrative stipulations and all the terms and conditions of this RFP, including those contained in the Contract set forth in Appendix A. Proposals must reflect compliance with these requirements. Failure of the Proposal to comply with these requirements may result in the Exchange's rejection of the Proposal. The Exchange will reject any Proposal that deviates materially from the specifications, terms, or conditions of this RFP. The Exchange will not consider Proposals that contain even minor or immaterial deviations unless the Respondent provides sufficient justification for such deviations.

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

III. Contents of Proposals

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

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

IV. Responses Required in the Proposal

1. Name the primary contact for the Proposal and the names of the primary individuals who would work with the Exchange, and an explanation of their experience, relevant background, and anticipated duties. Include brief resumes for each.
2. Explain the Respondent's qualifications and provide a summary of any past projects that would enable your firm to perform the work described in Section 2 ("Scope of Work").
3. Disclose any past or present assignments, relationships, or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as an independent contractor for the Exchange.
4. If you find any term or provision of the proposed draft Contract in Appendix A unacceptable,

identify the term, explain why it is unacceptable, and state whether the failure to modify this term would result in your firm's failure to execute a contract for this engagement. *Please note, the terms in Exhibit B of the Contract and the required certifications in Appendix A to the Contract cannot be altered or modified pursuant to Connecticut state law.*

5. Discuss any pending complaints or investigations, or any made or concluded within the past five (5) years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees, attorneys and/or associates.
6. Provide a separate detailed Pricing Proposal in accordance with the requirements set forth in Section 3 ("Pricing Proposal").
7. Provide three (3) client references. Include the reference's name, company or organization, title, telephone number, email address, a description of the work performed (should be reasonably comparable to services sought in this RFP), and the dates of the work performed.

V. Conformity and Completeness of Proposals

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

VI. Presentation of Supporting Evidence

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

VII. Misrepresentation or Default

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

VIII. Disqualification

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

IX. Oral Agreement or Arrangements

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

X. Offer of Gratuities

Respondents must certify that no elected or appointed official or employee of the State of

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

XI. Validation of Proposals

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

5. ADDITIONAL TERMS AND CONDITIONS

I. Ownership of Proposals

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

II. Amendment or Cancellation of this RFP

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

The Exchange also reserves the right to:

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

III. Errors

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

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

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

IV. Freedom of Information

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

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

V. Statutory and Regulatory Compliance

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

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

- B. Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at:
https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf
- C. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 through § 46a-68j-43, inclusive.** Connecticut statute and regulations impose certain obligations on the Exchange (as well as contractors and subcontractors doing business with the State) to ensure that the Exchange does not enter into contracts with organizations or businesses that discriminate against protected class persons.
- D. Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful Respondent shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed in the Contract form. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as made to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalty of false statement as provided in C.G.S. § 53a-157b.
- E. Nondiscrimination Certification, C.G.S. § 4a-60 and § 4a-60a.** If a Respondent is awarded an opportunity to negotiate a contract, the Respondent must provide the Exchange with *written representation* in the resulting contract that certifies the Respondent complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, (B) signing the resulting contract, or (C) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations.
- F. Access to Data for State Auditors.** The Contractor shall provide to the Exchange access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to the

Exchange in a format prescribed by the Exchange and the State Auditors of Public Accounts at no additional cost.

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

VI. Execution of Contract

This RFP is the instrument through which the Exchange solicits Proposals. This RFP is not a contract. Upon the Exchange's selection of a Respondent, the Respondent must enter into a contract with the Exchange substantially in the form of the Contract set out in **Appendix A**. The selected Respondent's Proposal and this RFP may serve as the basis for additional Contract terms. If the Exchange and selected Respondent(s) fail to reach an agreement on Contract terms within a time determined solely by the Exchange, then the Exchange may commence and conclude contract negotiations with other Respondents. The Exchange may decide at any time to start this RFP process again.

VII. Subletting or Assigning of Contract

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

VIII. Compliance with Federal, State and Other Requirements

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

IX. Executive Orders

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

SCHEDULE I

Requirements Traceability Matrix

Available at: <https://agency.accesshealthct.com/solicitations>

APPENDIX A
INDEPENDENT CONTRACTOR AGREEMENT

RFP for ICHRA PLATFORM

FORM OF CONTRACT

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date"), by and between the **Connecticut Health Insurance Exchange d/b/a Access Health CT**, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, 15th Floor, Hartford, Connecticut 06103 (the "Exchange"), and _____, a _____ [corporation, partnership, etc.] with an office at _____ (the "Contractor").

WHEREAS, the Exchange requires _____ for the Exchange's _____;

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

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

NOW, THEREFORE, the parties agree as follows:

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

date of termination. Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 8(a) below), in its possession, custody or control; except for one copy being retained to keep record of obligations subject to the confidentiality obligations set forth in Section 14.

- c. Within forty-five (45) days of final billing, the Exchange shall pay the Contractor for Services completed to the reasonable satisfaction of the Exchange and for any out-of-pocket costs to which the Contractor is entitled pursuant to Exhibit A. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.

5. Payment.

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

6. Cross Default.

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

required of the Exchange, treat any such event as a breach, default or failure to perform under this Agreement. Accordingly, the Exchange may then exercise any, and all of its rights or remedies provided for in the Other Agreements or this Agreement, either selectively or collectively and without such election prejudicing any other rights or remedies of the Exchange, as if the Contractor had breached this Agreement.

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

- a. The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services;
- b. The Contractor and 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.

8. Records/Intellectual Property.

- a. The term "Records" means all working papers and such other information and materials Contractor or Contractor Agents accumulate or generate in performing under this Agreement, including, but not limited to, Work Product, artifacts, documents, source data, code, source code output, execute decks, presentations, plans, books, computations, drawings,

specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.

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

9. Insurance.

- a. Before commencing performance of the Services, Contractor shall obtain comprehensive commercial general liability insurance, automobile liability insurance, workers' compensation and employer's liability insurance, professional liability insurance, network liability insurance, property insurance and crime insurance (the "Insurance Policies"). The Insurance Policies shall meet or exceed the minimum requirements set forth in Table 1 below:

Table 1

<u>Type of Insurance Policies</u>	<u>Minimum Coverage Amounts</u>	<u>Description</u>
Commercial General Liability	Each occurrence: \$ 2,000,000 General Aggregate: \$20,000,000 Products and Completed Operations Aggregate: \$5,000,000	The policy shall cover the Premises and its operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability. If the annual aggregate limit is reduced below \$20,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Exchange a certificate or other document satisfactory to the Exchange showing compliance with this provision.
Automobile Liability	\$1,000,000 combined single limit per accident for bodily injury	The policy shall extend to owned, hired and non-owned automobiles. If 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.
Workers' Compensation and Employer's Liability	Each Accident: \$100,000 Disease - Each Employee: \$100,000 Disease - Policy Limit: \$500,000 Additionally, Contractor shall comply with statutory worker compensation requirements in its state(s) of operation.	The policy shall cover all Contractor's employees acting within the course and scope of their employment. This policy shall contain a waiver of subrogation against the Exchange.
Professional Liability	\$15,000,000 per claim and an annual aggregate of \$30,000,000	The policy shall include an endorsement for technology errors and omissions covering defense costs and/or damages resulting from Contractor's negligence or wrongful acts while performing the professional services, inclusive of design failure of electronic work processes and integration. If an endorsement is not made, a separate technology errors and omissions policy must be obtained by Contractor.
Network Liability	\$15,000,000 per claim and an annual aggregate of \$15,000,000	The policy shall include cyber coverages, inclusive of defense costs, for network intrusion, extortion, defense and damages for security and privacy, regulatory action, event management and media content. Either as an endorsed coverage under this policy, as a

		submit or as a separate policy, Contractor shall also maintain business interruption insurance for cyber events of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
Property Insurance	See Description	The policy shall cover all office furniture, trade fixtures, office equipment, merchandise and all other items of Contractor's property used in providing the Services, including tenant improvements and all alterations and other improvements and additions in and to the Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the replacement cost value new without deduction for depreciation of the covered items. This coverage will also include business interruption, loss-of-income and extra-expense insurance in such amounts for direct or indirect loss insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils.
Crime Insurance	\$5,000,000 annual aggregate	The policy shall: (i) include coverage for employee dishonesty, theft, computer funds transfer fraud, including third party liability; (ii) include coverage for all directors, officers, agents and employees of Contractor; (iii) include coverage for the Exchange as a Loss Payee; (iv) include coverage for extended theft and mysterious disappearance; (v) not contain a condition requiring an arrest and conviction; and (vi) be endorsed to provide coverage for computer crime/fraud.

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

10. Indemnification.

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

14. Confidentiality.

- a. In the event and to the extent that the Contractor or its Contractor Agents have access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data and personally identifiable information, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Contractor agrees, for itself and its Contractor Agents, to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange's prior written consent. The Contractor and its Contractor Agents shall comply with all applicable laws regarding personally identifiable

information, including without limitation, the privacy and security standards and obligations adopted in accordance with 45 C.F.R. § 155.260(b)(3), and those privacy and security standards and obligations are hereby incorporated into this Agreement by reference. If the Contractor or its Contractor Agent is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.

- b. With respect to the Contractor's obligations to maintain the privacy and security of personally identifiable information:
 - i. The Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls;
 - ii. The Contractor shall promptly inform the Exchange of any change in its administrative, technical or operational environments that would require an alteration of the standards of this Agreement; and
 - iii. The Contractor shall bind any subcontractor to the same privacy and security standards and obligations to which the Contractor has agreed in this Agreement.
- c. If applicable, Contractor shall develop and document access agreements for Contractor's organizational information systems, consistent with the provisions of the Affordable Care Act and the requirements of 45 CFR §155.260 – Privacy and security of personally identifiable information, paragraphs (b)(2) and (c). Contractor shall review and update the access agreements as part of the system security authorization or when an applicable contract is renewed or extended, but minimally within every three hundred sixty-five (365) days, whichever occurs first. Contractor shall ensure that individuals requiring access to organizational information and information systems: (1) Acknowledge (paper or electronic) appropriate access agreements prior to being granted access; and (2) Re-acknowledge access agreements to maintain access to organizational information systems when access agreements have been updated.
- d. If applicable, Contractor shall develop and document personnel security requirements including security roles and responsibilities for third-party providers, which:
 - i. Requires third-party providers to comply with personnel security policies and procedures established by the Contractor; and
 - ii. Requires third-party providers to notify Contractor of any personnel transfers or terminations of third-party personnel who possess Contractor credentials and/or badges, or who have information system privileges within fifteen (15) calendar days.

Contractor shall monitor third-party provider compliance with the requirements set forth in this subsection, as applicable.

- e. If applicable, Contractor shall develop and document requirements for the use of external information systems that will:

- i. For Contractor Agents and non-Contractor Agents (such as business partners), prohibit the use of external information systems, including but not limited to, Internet kiosks, personal desktop computers, laptops, tablet personal computers, personal digital assistant (PDA) devices, cellular telephones, facsimile machines, and equipment available in hotels or airports to store, access, transmit, or process Confidential Information, unless explicitly authorized, in writing, by Contractor. If external information systems are authorized, the Contractor shall establish strict terms and conditions for their use, and in the case of non-Contractor Parties, such terms and conditions must be approved in advance by the Exchange prior to the granting of such authorization. The terms and conditions must address, at a minimum:
 - 1. The types of applications that can be accessed from external information systems;
 - 2. The maximum FIPS 199 security category of information that can be processed, stored, and transmitted;
 - 3. How other users of the external information system will be prevented from accessing federal information;
 - 4. The use of VPN and stateful inspection firewall technologies;
 - 5. The use of and protection against the vulnerabilities of wireless technologies;
 - 6. The maintenance of adequate physical security controls;
 - 7. The use of virus and spyware protection software; and
 - 8. How often the security capabilities of installed software are to be updated.
- ii. If Contractor desires to authorize the use of external information systems by non-Contractor Agents, the Exchange must consent to such authorization and the terms and conditions governing use must be approved in advance by the Exchange prior to Contractor's authorization of such use by a non-Contractor Agent. Following approval by the Exchange, the terms and conditions will allow authorized Non-Contractor Agents to:
 - 1. Access the information system from external information systems; and
 - 2. Process, store, or transmit Contractor-controlled information using external information systems.
- f. If applicable, Contractor shall develop and document terms and conditions for the use of non-Contractor owned information systems, system components, or devices to process, store, or transmit Confidential Information. Use of Contractor-owned devices must: (i) be documented within the Agreement and Contractor's system security plan, (ii) employ information security and privacy protections appropriate for the sensitivity of the data, and (iii) be approved by the Exchange in advance. Use of personally owned devices must comply with Contractor's policies and directives on use of personally owned information systems and components.
- g. Pursuant to 5 U.S.C. § 552a(m)(1), in the event and to the extent that the Contractor or its Contractor Agents provide for the maintenance of a System of Records (as defined herein) to accomplish an Exchange function or to perform the Services, Contractor shall comply with the requirements of the Privacy Act of 1974, as amended, 5 U.S.C. § 552a, including, but not limited to, conditions of disclosure of any record in a System of Records set forth in 5 U.S.C. § 552a(b).

- i. In accordance with 5 U.S.C. § 552a(a)(5), the term “System of Records” means a group of any records under the control of the Exchange or the Contractor or its Contractor Agents from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. In accordance with 5 U.S.C. § 552a(a)(4), records contained in a System of Records may include any item, collection, or grouping of information about an individual that is maintained by the Exchange or the Contractor or its Contractor Agents on behalf of the Exchange, including, but not limited to, their education, financial transactions, medical history, and criminal or employment history and that contains their name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or photograph.
 - ii. Pursuant to 5 U.S.C. § 552a(m)(1), the Contractor and its Contractor Agents shall be subject to the criminal penalties of 5 U.S.C. § 552a(i) for any prohibited violations of the Privacy Act.
- h. The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act (“FOIA”). As a result, information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, may not be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession, which the Exchange believes it is required to disclose pursuant to FOIA or any other law. For any information that Contractor believes to be exempt from disclosure under FOIA, Contractor must identify the specific information, provide enough explanation and rationale to justify each claimed exemption consistent with Connecticut General Statutes § 1-210(b) and provide a redacted version of the document to the Exchange. For the avoidance of doubt, Contractor cannot claim a general exemption from FOIA for the entirety of any document.

15. [INTENTIONALLY OMITTED]

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 d/b/a Access Health CT
280 Trumbull Street, 15th Floor
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]

[NAME]
[TITLE]

[NAME]
[TITLE]

Exhibit A

Services

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

Staffing

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

Administration

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

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

Deadlines/Timeline

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

Compensation

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

[INSERT RATE TABLE]

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

Billing

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

Exhibit B

A. Nondiscrimination and Affirmative Action

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

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

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

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

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

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

B. Certain State Ethics Requirements

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.

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

Execution of CTHIX Ethics Form 1: Campaign Contribution Certification

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

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

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

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

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Exchange official represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Consulting Agreements Representation.

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

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

If YES: _____
Name of Former State Agency

Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is made to the best of my knowledge and belief, and is subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes.

Signature of person signing this Contract

Print Name

Date: _____

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

Commissioner of the Superior Court
or Notary Public

My Commission Expires

Campaign Contribution Restriction.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign

contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The notice is available here:

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

Nondiscrimination Certification.

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

APPENDIX B

ETHICS FORM 1 – GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION



**STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION**

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

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful campaign Contributions to Candidates for Statewide Public Office include:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

My Commission Expires: _____

