

REQUEST FOR PROPOSALS

Issuing Agency: State of Connecticut Insurance Department
153 Market Street, 7th Floor
P.O. Box 816
Hartford, CT 06142-0816

Title: REQUEST FOR PROPOSALS

Selection of Independent Review Organizations to Conduct
External Reviews of Appeals of Adverse Determinations

Proposals must be received **no later than June 8, 2015**. **All proposals must conform to the requirements as identified in this request.**

SEND ALL PROPOSALS DIRECTLY TO THE STATE OF CONNECTICUT INSURANCE DEPARTMENT, ATTN: John Thomson, AGENCY PROCUREMENT OFFICER

MAILING ADDRESS: P.O. Box 816, Hartford, CT 06142-0816

OFFICE ADDRESS: 153 Market Street, 7th Floor
Hartford, CT 06103

OFFICE ADDRESS must be used for all express or special delivery mail or for hand delivery of any documents.

Questions regarding the proposal must be submitted **by email** only by: May 18, 2015
(submit to john.thomson@ct.gov)

Responses to questions will be posted on Insurance Department website no later than: May 21, 2015
(website = www.ct.gov/cid)

Proposal Receipt Date June 8, 2015

Selection to be announced no later than July 31, 2015

Contracts targeted to be fully executed no later than October 15, 2015

Contractor(s) to begin external review process: January 1, 2016

In order to be considered for selection, proposals must arrive at the Department on or before the date specified. Applicants should allow for delivery time to ensure timely receipt of their proposals by the Department. Late proposals will not be considered.

Background

Conn. Gen. Stat. §38a-591a *et seq.* conforms the Connecticut internal and external claim processes to the standards adopted by the Secretary of Health and Human Services (“HHS”) for compliance with Sec. 2719 of the Public Health Service Act (PHSA) as amended by the Patient Protection and Affordable Care Act of 2010 (P.L.111-148) (PPACA), as amended, which requires that group health plans and health insurance issuers offering group or individual health insurance must implement an effective appeals process for appeals of coverage determinations and claims that complies with federal procedures set forth at section 2560.503-1 of title 29, Code of Federal Regulations, as published on November 21, 2000 (65 Fed. Reg. 70256), and shall update such process in accordance with any standards established by the Secretary of Labor for such plans and issuers.

Conn. Gen. Stat. §38a-591a *et seq.* provides for an appeal to the Connecticut Insurance Commissioner (“Commissioner”) of adverse determinations by health carriers who have exhausted the health carrier’s or utilization review company’s internal appeals procedures. The law requires the Commissioner to engage impartial, independent review entities to provide medical review for appeals. The Commissioner must accept the decision of the external review entity and the Commissioner’s decision will be binding.

The relevant statutes and regulations can be found at the links indicated in the Appendices along with the other following materials:

- Link to Conn. Gen. Stat. §§38a-591a *et seq.*;
- Link to Regulations of Connecticut State Agencies §§38a-591-1-38a-91-11
- Link to Bulletin applicable to statutes and requirements
- Request for External Review Application and External Review Consumer Guide
- Cost Exhibit
- Sample Contract for External Appeal Services with all related certifications and affidavits (OAG Form C, OPM Ethics Form 1, OPM Ethics Form 5, Templates of various correspondence forms used to be used in the External Review Process)
- Guide to Ethics for Current and Potential State Contractors

While the Insurance Department does not administer the external review process for self-funded health benefit plans, the Department has entered into a Memorandum of Understanding to administer the external review process for enrollees of the self-funded State of Connecticut Employees Benefit Plan (“State EE Plan”). The State EE Plan has elected to use the Insurance Department external review process and will accept the binding nature of the determination.

The Department is issuing this Request for Proposal (RFP) for the selection of Independent Review Organizations (“IRO”) to provide independent and objective reviews of health carrier and utilization review company’s internal appeal decisions. The Department has historically processed approximately 250-300 appeals annually.

The Department reserves the right to approve any number of entities for designation as IROs through the RFP process. Services will be provided in accordance with an agreement for external review services between the Commissioner and a designated IRO. Communications and submissions between the Department and the IROs are on an electronic basis. **If a**

proposer cannot accommodate electronic transmission or receipt of data, they will not be considered.

Once the designation process is completed through this RFP, the Department reserves the right to:

1. Terminate a designation as an IRO without cause following a ninety (90) day written notice.
2. Terminate a designation as an IRO immediately if the Commissioner determines that the continuation of an existing designation may result in unfair, biased or unreliable determinations which pose a threat to public health.
3. Require an IRO to alter activities to be consistent with regulatory changes as they may occur.
4. Deny any assignment of an appeal if the Commissioner determines that such an assignment would result in a conflict of interest or would otherwise create the appearance of impropriety.
5. Deny any assignment of an appeal until an IRO has executed an agreement for external review services.
6. Revoke any assignment of an appeal if the Commissioner determines that such assignment has or is likely to result in a conflict of interest, excessive time delay or has otherwise created an appearance of impropriety. In such a case, the Commissioner will reassign the appeal.

Rejection of Proposal

The Department reserves the right to reject any or all Proposals if deemed to be in the best interest of the state to do so or if the Proposal is deemed not to conform to the requirements of this RFP. The Department shall have authority to award contracts to vendors who offer acceptable Proposals to the state, with cost and other factors considered. Proposals will not be accepted from any entity or person, who is currently (i) a respondent or defendant in any administrative or civil action brought by the Commissioner alleging misfeasance or negligence in their professional capacity unless such action has been resolved with a finding or judgment of no misfeasance or negligence by the respondent or defendant; or (ii) a defendant in any action brought by the Commissioner in his or her capacity as liquidator or rehabilitator of an insurance company pursuant to chapter 704c of the Connecticut General Statutes alleging misfeasance or negligence by the defendant in their professional capacity, unless such action has been resolved with a finding or judgment of no misfeasance or negligence by the respondent or defendant. Any person or entity against whom a finding or judgment of misfeasance or negligence is upheld in any action by the Commissioner, will not be eligible to submit a Proposal for a three year period from the date of the imposition of the ruling.

Following a review of the Proposals, the Agency Procurement Officer ("APO") shall recommend an Applicant that satisfies the Department's criteria as set forth in this RFP. The Department will comply with the non-discrimination and affirmative action provisions of the Connecticut General Statutes as well as any other laws affecting contracting and the awarding of state contracts along with any applicable federal laws in the ultimate engagement of outside services.

The Department may award contracts for services under the RFP to multiple Applicants.

Rights Reserved to the Department

The Department reserves the right to award in part, to reject any and all Proposals in whole or in part for misrepresentation or if the Applicant is in default of any prior Department contract, or if the Proposal limits or modifies any of the terms and conditions and/or specifications of this RFP.

The Department also reserves the right to waive technical defect, irregularities and omissions, if, in its judgment, the best interest of the Department will be served. The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the Department shall not constitute a breach of contract on the part of the Department since the contract with the initial Applicant is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Department and the Applicant.

The Department also reserves the right to revise, discontinue or close to additional applicants this posting at anytime.

Cost Liability

The State of Connecticut assumes no responsibility and no liability for costs incurred by prospective vendors prior to issuance of a contract.

General Information

All Applicants should review the template Contract for Consulting Services ("Contract"), and associated certifications and affidavits as required by state law, samples of which is attached to this document as Appendix 5. **The terms and conditions of the core Contract for Consulting Services are in conformity with the contracting laws of the State of Connecticut and are not negotiable. Failure to accept the terms and conditions of the Contract will be grounds for exclusion from consideration.** Exhibit A to engagement Contract will reflect the negotiated Scope of Service requirements and compensation arrangements for each specific consulting engagement.

Appendix 6 provides a link to the most recently published Guide to the Code of Ethics for Current or Potential State Contractors.

Please Note: The terms and conditions of the core Contract as well as the certifications or affidavits, are subject to change at any time as required by changes to state law or under the requirements of the Office of the Attorney General, Department of Administrative Services, State Insurance and Risk Management Board, Office of Policy and Management or the State Contracting Standards Board. The sample contract provided in Appendix 5 is representative only and should not be assumed as an offer nor should it be executed.

Instructions to Applicants

Proposals must contain all required information as requested in the section below entitled "Proposal Format and Content". In addition, all affidavits or certifications provided as attachments must be completed in full and returned as part of the proposal response.

Questions

Questions regarding this RFP must be submitted in writing by email by May 18, 2015. Questions should be directed to:

John Thomson
Agency Procurement Officer

Connecticut Insurance Department
john.thomson@ct.gov

Questions and responses will be published on the Insurance Department website (www.ct.gov/cid) no later than May 21, 2015.

No individual responses will be issued and we will not issue responses to questions for which the response is available by carefully reading the information in this RFP.

Applicant's Proposal

In order to be considered for selection, Applicants must submit a complete response to this RFP. **One original and 5 copies** of each proposal must be submitted to the Insurance Department. No other distribution of the proposals shall be made by the Applicant.

The complete application package shall consist of a proposal that includes the following information:

1. The cover letter must be signed by the Applicant's chief executive officer or an individual authorized to act in such capacity for the Applicant;
2. Consecutive page numbering for easy reference
3. Identifiable and specific responses to each of the particular criteria set forth in this RFP;
4. A flow chart depicting the process by which external review will proceed from the time of receipt to the final decision, including maximum time required to complete each phase;
5. A statement certifying that all information included in the proposal and submitted is accurate to the best of the Applicant's knowledge and belief. The statement must be signed by the Applicant's chief executive officer or an individual authorized to act in such capacity for the applicant;
6. A statement certifying that the Applicant has received a copy of the current Guide to the Code of Ethics for Current or Potential State Contractors;
7. A statement certifying that the Applicant has reviewed the sample Contract and certifications and affidavits and understands that a condition of being considered as a viable candidate is acceptance of the terms and conditions of the core Contract, certifications and affidavits without any opportunity to negotiate any terms, conditions or provisions other than the scope of service and cost for each service to be rendered. **(Please do not execute the sample Contract or any of the certifications/affidavits.)**

Acceptance of Proposal Content

The contents of the proposal of any successful Applicant will become a part of any contract awarded as a result of these specifications.

Term of Contract

The contract(s) for services will be for a period of two (2) years, beginning January 1, 2016.

Oral Presentation

The Department will not require oral presentations.

Price Changes

All prices when established and agreed upon shall be firm and not subject to increase during the period of the contract unless the scope of services changes as a result of legislative enactments establishing or significantly altering the scope of work. IROs will be required to directly bill the health carrier that is the subject of the appeal for services rendered. Payment for IRO services will be made by the health carrier that is the subject of the appeal directly to the IRO. The Insurance Department will not make the payment.

Insurance Department Commitment

- Upon receipt of a request for an external appeal, the Department shall assign that appeal to one of the selected entities. The Commissioner reserves the right to deny any assignment to any IRO if, in his determination, such an assignment would result in a conflict of interest or would otherwise create an appearance of impropriety.
- The Department shall use its best efforts to inform IROs of legislative and regulatory changes affecting the external review process in Connecticut. This does not absolve the vendors selected from any responsibility to keep themselves informed of regulatory or statutory changes that may be relevant.

Proposal Format and Content

All instructions, terms and conditions contained in the proposal must be met in order to qualify for consideration of award. Those proposals which do not meet those conditions will be considered non-responsive.

The proposal must be submitted in three, easily identifiable sections as follows:

- ***Section 1 - Technical Proposal***

This section shall describe the Applicant's approach and plans for accomplishing the review process described in the statutes. These plans and approaches should be described in sufficient detail to permit the Department to evaluate them fairly and with a minimum of possible misinterpretation. Further, the Applicant should describe the effort and skills necessary to complete the project.

- ***Section 2 - Cost Proposal***

This section shall contain all information related to costs. Please use the cost exhibit found in the Appendices to this RFP.

- ***Section 3 - Organizational Support and Experience***

This section shall contain all pertinent information relating to Applicant's organization, personnel and experience that would substantiate its qualifications and capabilities to perform the services required by the scope of the RFP.

Section 1 Technical Proposal

This section of the proposal shall contain at least the following information:

1. A brief introduction outlining the Applicant's overall technical approach to complete the total project and illustrating an understanding of the external review process that is to be implemented. Information should be provided on the specific capability of the IRO to accept transfer of electronic files including any capability for upload of electronic files through the

IRO's website portal.

2. A description of how the work will be accomplished within each step of activity. Simple statements that a task will be completed, or a reiteration of the RFP tasks are not acceptable. Explain the process to be employed in reviewing an appealed adverse determination, from preliminary review to the final decision for both regular and expedited reviews. This explanation should include a description of the scope of services, the criteria to be used in the decision-making process, and the systems and methods used to process case reviews including:
 - Method of providing a decision in the mandated amount of time;
 - Method for selecting and assigning reviewers to cases including the recruitment, credentialing and assignment of appropriate specialist to cases;
 - Method for communication with parties involved in the appeal process;
 - System and method of rendering written decisions and the basis for the decisions;
 - Method of retaining written records for at least six years
 - Method for aggregate data reporting by state to the Department pursuant to new statutory reporting requirements as follows:
 - (A) The total number of requests for an external review, whether such requests were for a standard or an expedited external review;
 - (B) The number of such requests resolved and, of those resolved, the number resolved upholding the adverse determination or final adverse determination and the number resolved reversing the adverse determination or final adverse determination;
 - (C) The average length of time for resolution;
 - (D) A summary of the types of coverages or cases for which a review was sought;
 - (E) The number of such reviews that were terminated as a result of reconsideration by the health carrier of its adverse determination or final adverse determination after the receipt of additional information from the covered person or the covered person's authorized representative; and
 - (F) Any other information the commissioner may request or require.
 - Each independent review organization shall retain the written records required pursuant the Act for not less than six years after the assignment of an external review or an expedited external review.
3. A summary of the problems which the Applicant might reasonably expect and its solution to those anticipated problems should be provided.

Section 2 - Cost Proposal

Applicants must complete the Cost Exhibit as provided in the Appendices to this RFP.

Payment will be made by the health carrier that is the subject of the appeal. The Insurance Department will not make payments for the appeal reviews.

Section 3 - Organization Support and Experience

All proposers must have received approval or accreditation by a nationally recognized private accrediting review entity approved by the Commissioner.

To be eligible for approval by the commissioner, an independent review organization shall:

(1) Have and maintain written policies and procedures that govern all aspects of both the standard external review process and the expedited external review process that include, at a minimum:

(A) A quality assurance mechanism in place that ensures:

(i) That external reviews and expedited external reviews are conducted within the specified time frames and required notices are provided in a timely manner;

(ii) (I) The selection of qualified and impartial clinical peers to conduct such reviews on behalf of the independent review organization and the suitable matching of such peers to specific cases, and (II) employs or contracts with an adequate number of clinical peers to meet this objective;

(iii) The confidentiality of medical and treatment records and clinical review criteria;

(iv) That any person employed by or under contract with the independent review organization adheres to the requirements of the Act; and

(B) A toll-free telephone number to receive information twenty-four hours a day, seven days a week, related to external reviews and expedited external reviews and that is capable of accepting, recording or providing appropriate instruction to incoming telephone callers during other than normal business hours;

(2) Agree to maintain and provide to the commissioner the information set forth in the Act;

(3) Not own or control, be a subsidiary of, be owned or controlled in any way by, or exercise control with a health benefit plan, a national, state or local trade association of health benefit plans, or a national, state or local trade association of health care professionals; and

(4) Assign as a clinical peer a health care professional who meets the following minimum qualifications:

(A) Is an expert in the treatment of the covered person's medical condition that is the subject of the review;

(B) Is knowledgeable about the recommended health care service or treatment through recent or current actual clinical experience treating patients with the same or similar medical condition of the covered person;

(C) Holds a non-restricted license in a state of the United States and, for physicians, a current certification by a recognized American medical specialty board in the area or areas appropriate to the subject of the review; and

(D) Has no history of disciplinary actions or sanctions, including loss of staff privileges or participation restrictions, that have been taken or are pending by any hospital, governmental agency or unit or regulatory body that raise a substantial question as to the clinical peer's physical, mental or professional competence or moral character.

The statutory definition of “**Clinical Peer**” means a physician or other health care professional who (A) holds a nonrestricted license in a state of the United States and in the same or similar specialty as typically manages the medical condition, procedure or treatment under review, and (B) for an urgent care review concerning (i) a child or adolescent substance use disorder or a child or adolescent mental disorder, holds (I) a national board certification in child and adolescent psychiatry, or (II) a doctoral level psychology degree with training and clinical experience in the treatment of child and adolescent substance use disorder or child and adolescent mental disorder, as applicable, or (ii) an adult substance use disorder or an adult mental disorder, holds (I) a national board certification in psychiatry, or (II) a doctoral level psychology degree with training and clinical experience in the treatment of adult substance use disorders or adult mental disorders, as applicable.

The Applicant shall submit a description of the administration and operation of its organization including how it satisfied the above statutory requirements. .

This section of the proposal shall contain at least the following information:

1. Location of Applicant's headquarters and nearest offices. Include copy of Certificate of Incorporation or Partnership.
2. Any entity requesting designation as an IRO must provide the following about itself and any parent corporation and all subsidiaries and affiliates: (1) an organizational chart by ownership of all affiliated entities; (2) the names and addresses of owners/partners/shareholders of each entity; and (3) the names and addresses of members of the Board of each entity.
3. A chart of the Applicant's organization which shows, for key project staff members, their level of responsibility within that organization. Provide an estimate of the number, types and functions of the personnel considered necessary to the administration and operation of the organization on a statewide basis with a separate job description detailing the roles of key persons, such as a Medical Director. Include an explanation of the contractual and financial relationships between the IRO and the clinical personnel who will actually be responsible for individual case reviews.
4. A list of clinical personnel who may be assigned to review. The list shall include for each reviewer: the name, professional license(s), board certification and any sanctions imposed.
5. A list of all managed care organizations, health care centers, health care facilities and other health care providers with whom the IRO maintains any health related business arrangements. This list shall include a brief description of the nature of any such arrangement.
6. In responding to this RFP, the applicant must describe the means by which it will:
 - Provide licensed review personnel who possess the appropriate training and qualifications for the area in which they will be conducting the review. The proposal should include the criteria to be used for the selection or rejection of review personnel
 - Ensure the availability of appropriate personnel as needed for timely and efficient review.
 - Ensure the neutrality and objectivity of all personnel conducting external reviews and avoid conflicts of interest. Provide affirmative evidence that no conflict of interest exists.

Applicant should provide documentation which clearly shows the Applicant's experience in performing similar projects. The Applicant shall describe its experience in managed care utilization review, including an explanation of level(s) and scope of involvement in the review process. The Applicant may also provide a list of references including entities for which the applicant has performed utilization review.

Evaluation Criteria

The following criteria, not necessarily listed in order of significance, will be used to evaluate proposals:

1. The Applicant's general approach and plans to meet the requirements of the RFP, including the scope of services.
2. The qualifications and quantified experience of personnel to be assigned review of review.
3. The firms past performance on projects of similar scope and size, including experience in managed care utilization review.
4. The ability of the Applicant, as judged by the state, to successfully complete the assignment within the proposed schedule. This judgment will be based on such factors as staff commitment, the project management plan and the availability of staff.
5. The Applicant's ability to maintain confidentiality of patient information.
6. Costs/fee structure.
7. The Applicant's ability to ensure the neutrality of physician reviewers.
8. Administrative and operational policies and procedures.
9. Performance evaluations on file for Applicant.

Agreement for External Review Services

The Contract for External Review Services ("Contract") will be prepared by the Department in accordance with provisions of the Connecticut General Statutes. Statutory contractual provisions, a detailed description of the services to be provided, fees, deliverables, timeframe for completion as well as the responsibilities of the external review entity Contractor and the Department will be specified in the Contract.

By execution of the agreement, a designated external review entity expressly agrees to comply with all statutory provisions delineated in the Contract. A sample of the Contract for External Review Services and associated certifications and affidavits is provided in the Appendices to this RFP. All Applicants should review the Contract, which contains statutory provisions required by the State of Connecticut, which are not negotiable. Failure to accept the terms of the Contract will be grounds for exclusion from consideration.

Exhibit A to the Contract, will outline the scope of the services to be provided, time frame, fees, and the responsibilities of the Department and the IRO. Exhibit A will be prepared from and may contain excerpts from the IRO's proposal.

All contracts must be executed by a party who is authorized to bind the contract as evidenced by a board of directors' resolution or certification under oath.

Appendices

- Links to relevant statutes and regulations
- Consumer's Guide to Appealing Health Insurance Denials
- Cost Exhibit
- Sample Contract for External Appeal Services with all related certifications and affidavits (OAG Form C, OPM Ethics Form 1, OPM Ethics Form 5, Templates of various correspondence forms used to be used in the External Review Process)
- Guide to Ethics for Current and Potential State Contractors

Link to UR, Grievance and Appeal Statutes:

http://www.cga.ct.gov/current/pub/chap_700c.htm#sec_38a-591a

Link to Regulations of Connecticut State Agencies:

http://www.sots.ct.gov/sots/lib/sots/regulations/title_38a/591.pdf

Links to relevant Bulletins

http://www.ct.gov/cid/lib/cid/Bulletin_HC-98_Connecticut_Public_Act_No._14-40.pdf

COST EXHIBIT

Bidder Name: _____ **Date:** _____

	Full Review	Consideration of new information Or Withdrawal of appeal prior to completion of full review
Standard Review		
Expedited Review		
Expedited Behavioral Health Review		
Experimental & Investigational		
Expedited Experimental & Investigational		

STATE OF CONNECTICUT
Insurance Department
Appeals & External Review Guide

GUIDANCE APPEAL

ASSISTANCE

October 2013

*A Consumer's Guide
to Appealing
Health Insurance Denials*



Introduction

This guide is designed to assist consumers who have been denied coverage or reimbursement for services under their health insurance plan. This overview provides information on the appeal process through your insurance company, as well as information on filing for an independent review through the State of Connecticut External Review Program.

Why was my request denied?

When you receive a denial notice, your insurance company is required to disclose to you the reason for the denial. These reasons might include:

- Services are deemed not “medically necessary”
- Services are no longer needed in that health care setting or level of care
- The effectiveness of the health care services has not been proven
- Services are considered experimental/investigational for treatment of this condition

It is important to understand the reason why your request for services has been denied by your insurance company. This will enable you to work with your doctor to obtain medical documentation to support your need for these services.

What are my rights as a consumer if I am denied services?

If you receive a denial based on the reasons above, you have the right to appeal this decision to your insurance company for another review(s).

If you are unsuccessful, you have the additional right to have this decision reviewed by an Independent Review Organization which is not connected to your insurance company by applying for the State of Connecticut External Review Program.

How do I appeal this denial with my insurance company (Internal Appeal)?

When your insurance company sends you notification that they have denied your pre-authorization or claims request, they must also inform you of your right to appeal this decision.

If you disagree with the decision of the insurance company, you have 180 days to file a grievance (appeal) of this decision. Each denial letter from an insurance company will give you very specific information on how to file an appeal and where this request should be sent.

If you choose to file an appeal, it is important that you follow the appeals instructions printed in the denial letter and act within the designated timeframes. If you don't file your appeal within these timeframes, you lose your rights to further review of the decision.

What information is my insurance company required to provide upon request?

To assist you in your appeal, you are entitled to request from your insurance company “free of charge” reasonable access to, and copies of all documents, records and other information relevant to your request for services. Information on how to request this information is printed in your denial letter.

What information is helpful to submit to my insurance company when filing an appeal?

It is important that you send supporting documentation to your insurance company with your appeal. You should be aware that you have the right to ask your treating physician to provide information that would be helpful to your appeal.

Important information to submit with your appeal might include:

- A letter of support from your treating physician indicating the medical reasons that the requested service should be approved
- Treatment notes from your treating physician that provide information on the medical care provided to you
- The results of any relevant tests or procedures related to the requested service
- Your own personal narrative or the narrative of an authorized representative describing the need for the requested service
- For experimental or investigational treatments, any current medical literature or studies documenting the medical efficacy of the requested services

Where may I receive free assistance in preparing my appeal?

You have the right to assistance in filing your appeal from the following State agencies:

Connecticut Insurance Department

P.O. Box 816
Hartford CT 06142
Consumer Affairs Unit - 800-203-3447
www.ct.gov/cid
cid.ca@ct.gov

Office of the Healthcare Advocate

P.O. Box 1543
Hartford CT 06144
866-466-4446
www.ct.gov/oha
Healthcare.advocate@ct.gov

What should I do if my appeal for services is of an urgent nature?

All insurance companies are required to have a process in place for expedited handling of urgent care appeal requests.

Urgent care appeal requests are conducted when you or your provider believes that:

- Standard timeframes for processing of a standard appeal would seriously jeopardize your life or health or your ability to regain maximum function; or
- Your treating physician feels that you would experience severe pain that cannot be adequately managed without these services; or
- Your request is for a behavioral health service described below in Table 1.

Table 1 Urgent Care Review of Specified Behavioral Health Services

If you are seeking services related to a substance use disorder or co-occurring mental disorder, your request will automatically be handled as an urgent care appeal. For services related to a mental disorder, your request will be considered urgent for the following services:

- *Inpatient Services*
- *Partial Hospitalization*
- *Residential Treatment*
- *Intensive Outpatient Service necessary to avoid an inpatient setting*

Please Note: Urgent care appeals are not available when services have already been rendered.

Who reviews my appeal at the insurance company?

Your insurance company is required to select a clinical reviewer who is a physician or health care professional in the same or similar specialty as typically manages your medical condition, procedure or treatment. For appeals of certain behavioral health services as shown in Table 1, insurance companies are required to have a reviewer with a specified board certification in a relevant specialty to the requested services.

What if my appeal to the insurance company for a reconsideration of their initial denial is unsuccessful?

Check the appeal determination letter from your insurance company to see if there are any additional appeals remaining with the insurance company. Some insurance companies have one level of internal appeal, while others have a second level internal appeal, which is often voluntary.

Once you have exhausted your insurance company's internal appeal process, you may file a request for External Review. Individuals who request an urgent care appeal do not need to complete their insurance company's internal appeal process prior to requesting an external review.

If my request is still denied and I have exhausted all my appeals with the insurance company, what are my rights to External Review?

Once you have exhausted all the mandatory internal appeals with your insurance company, you may file for an external review. For urgent care requests, you may submit for External Review immediately after any insurance company denial.

The External Review process is a protection for consumers who disagree with the determination of their insurance company. The Connecticut Insurance Department contracts with independent review organizations to conduct an independent and impartial review of the request for services to determine if the correct claims determination was made by the insurance company.

The decision of the independent review organization is binding on all parties. This means that if the independent review organization finds in favor of the applicant, then the insurance company is required to approve the services that were previously denied.

How do I know if I qualify for an External Review?

To be eligible for Connecticut's External Review you must meet the following criteria:

1. You must have exhausted the internal appeal requirements of your plan*.

Your letter from the company will state that this is the "final determination".

** Urgent care requests are exempt from this requirement.*

2. The denial reason must qualify you for an external review.

If the denial reason listed in your final determination letter is "not medically necessary", experimental/investigational, eligibility denial, or a rescission of your policy, then your denial qualifies for consideration under the external review program.

3. The services you request must be covered under your plan.

Requests for External Review must be for services that are provided under your insurance plan.

Please note: If the services are denied because they are not a covered benefit under your plan, or your benefits for these services have reached their limit, then the grievance process is concluded after your final internal appeal and no further appeal or External Review is allowed under the plan.

4. You must file your complete request within 120 days of the final determination letter.

It is important to file within the timeframes so that you retain your right to further review of this denial.

5. Your coverage must be provided by a fully insured plan issued in the State of Connecticut or you must be covered through the State of Connecticut employee plan.

Self-insured plans are not included in the Connecticut External Review Program. Your employer can tell you if your plan is "self-insured" and direct you to any grievance and external review options available under that plan.

How can I qualify for an expedited External review?

The External Review Program provides for expedited handling of urgent care External Review requests.

Expedited external review requests are conducted when your provider certifies that:

- Standard timeframes for processing of a standard External Review would seriously jeopardize your life or health or your ability to regain maximum function; or
- Your treating physician feels that you would experience severe pain that cannot be adequately managed without these services; or
- If you are seeking services related to a substance use disorder or a co-occurring mental disorder, your request will automatically be handled as an expedited External Review. For services related to a mental disorder, your request will be expedited for the following services: Inpatient Service, Partial Hospitalization, Residential Treatment or Intensive Outpatient Service necessary to avoid an inpatient setting. See Table 1.

Please Note: Expedited External Reviews are not available when services have already been rendered.

What do I need to submit to request an External Review?

The External Review application has an “External Review Checklist” to ensure that you submit all information that is necessary for acceptance of your request. The required items to initiate an External Review are:

- External Review Application
- Copy of your medical insurance ID card*
- Copy of the Final Denial Letter from your insurance company. For expedited reviews, attach the last denial letter received.*

- \$25 Filing Fee or a Request for Waiver of the Filing Fee based on Federal Poverty Level Table 2 below.

** Your insurance company is required to provide you with a free copy if you do not have these items.*

For expedited requests, your medical provider must complete a Physician Certification Form attesting to the need for an expedited process. However, certain behavioral health services as shown in Table 1 are automatically reviewed on an expedited basis and do not require a physician signature.

For external reviews involving a denial of services as Experimental/Investigational service, your medical provider must complete a Physician Certification Form attesting to the recommended experimental treatment.

What if I can't afford the \$25 Filing Fee?

The filing fee will be waived by the Insurance Department for any indigent individual or those individuals who are unable to pay the \$25 fee. An indigent individual means an individual whose adjusted gross income (AGI) is less than 200% of the federal poverty level as shown in Table 2 below.

In addition, the filing fee is waived for any covered person who has already paid the maximum fee of \$75 per calendar year.

Table 2
Guidelines for Waiver of Filing Fee

Number of family members	200% of 2013 Federal Poverty Level
1	\$22,980
2	\$31,020
3	\$39,060
4	\$47,100
5	\$55,140
6	\$63,180
7	\$71,220
8	\$79,260 *

** Add \$4,020 for each additional family member*

What medical information should I submit with my External Review?

Along with your request for an External Review, you have the opportunity to submit additional medical documentation that has not been submitted previously. Providing complete medical documentation gives you the best opportunity to have a thorough and comprehensive review of your request for services.

Please Note: All previously submitted medical information submitted by you or your treating physician to the insurance company, as well as all documents or information that your insurance company considered in making their determination, will automatically be sent to the Independent Review Organization for consideration in the external review.

You should be aware that you have the right to ask your treating physician to provide new information that would be helpful to your external review. This might include:

- A letter of support from your treating physician indicating the medical reasons that the requested service should be approved
- Treatment notes from your treating physician that provide information on the medical care provided to you to date
- The results of any relevant tests or procedures related to the requested service
- Your own personal narrative or the narrative of an authorized representative describing the need for the requested service
- For experimental or investigational treatments, any current medical literature or studies documenting the medical efficacy of the requested services

Who will review my External Review?

The Insurance Department contracts with Independent Review Organizations (IRO) to perform all External Reviews. Your External Review will be assigned to one of these contracted IROs.

IROs are independent organizations with no affiliation with your insurance company. This ensures that you receive an impartial review.

IROs are required to assign an individual clinical reviewer to your External Review who holds a license in the same or similar specialty as typically manages the medical condition under review. For appeals of certain behavioral health services as shown in Table 1, IROs are required to have a reviewer with a specified board certification in a relevant specialty to the requested services.

The clinical reviewer will review the following information:

- Any documents or information that your health carrier used in making their determination
- Submitted medical records
- Consulting reports submitted by appropriate health care professionals
- Current practice guidelines and evidence based standards for treatment of your condition
- Clinical review criteria used by your health plan
- Any other material submitted in support of your appeal

The IRO will conduct an impartial review and make a determination on whether the medical services are medically necessary and should be approved, or if the review involves an eligibility or rescission determination by the health plan, whether the insurance company decision should be reversed.

The decision of the IRO is independent of the insurance company and the State of Connecticut Insurance Department, and the decision is binding.

How soon can I expect a decision on my External Review?

When your External Review request is assigned to the Independent Review Organization (IRO), your health plan will automatically transfer your appeals file to the IRO for inclusion in their review. The IRO's clinical reviewer will then conduct an independent review.

Based on the type of External Review request, the IRO will notify you of their decision within the timeframes as shown in Table 3 below.

Table 3 Timeframes for External Review Decisions

Standard External Review	45 Days
Experimental/Investigational Reviews	20 Days

Expedited External Reviews

■ Specified Behavioral Health Reviews	24 Hours
■ Experimental/Investigational	5 Days
■ All Others	72 Hours

How will I be notified of the IRO's decision?

The IRO will make one of the following decisions:

- Uphold the denial of services
- Reverse the denial of services (overturn the denial)
- Revise the denial of services (partially overturn the denial)

You will be notified directly by the IRO of their decision and a copy of their decision will also be shared with the Insurance Department, the insurance company and your treating physician. If your determination results in a "reverse" or "revise" decision, your insurance company will be responsible for reprocessing your claim in accordance with the terms and conditions of your plan. In addition, your \$25 application fee will be refunded to you when the determination is "reverse" or "revise".

All decisions of the IRO are final and the decision is binding on all parties. There is no provision under External Review for further appeal of this decision.

How often are External Reviews successful in overturning an insurance company's determination?

The External Review Program has been successful in helping consumers receive an independent and impartial review of their health insurance denials. It is important to note that over the past 3 years, between 30% and 40% of all denials are overturned through the program.

Where should I send my External Review request?

Please mail your External Review to:

Connecticut Insurance Department

Attn: External Review
P.O. Box 816
Hartford CT 06142-0816

For overnight delivery only:

Connecticut Insurance Department
Attn: External Review
153 Market Street, 7th Floor
Hartford CT 06103

What if I have further questions on the External Review process?

For information on the External Review program:

Connecticut Insurance Department

Consumer Affairs Unit - 1-860-297-3910
www.ct.gov/cid
cid.ca@ct.gov

For free assistance with preparing your appeal:

Office of the Healthcare Advocate

1-866-466-4446
www.ct.gov/oha
Healthcare.advocate@ct.gov

STATE OF CONNECTICUT – INSURANCE DEPARTMENT

Return Request to:

CONNECTICUT INSURANCE DEPT
Attn: External Review
P.O. Box 816 • Hartford, CT 06142-0816

**For Overnight Mail Only:**

CONNECTICUT INSURANCE DEPT
Attn: External Review
153 Market Street • Hartford, CT 06103

Telephone: 1-860-297-3910 **Email:** externalreview@ct.gov

APPLICANT (*Person requesting the external review*) (Applicant must be 18 years or older)

Applicant Name: _____

Applicant Address: _____

Applicant Daytime Phone: _____ E-mail: _____

Check One: Enrollee/Patient Parent of Minor Child under 18 Authorized Representative (*See page 2*)

ENROLLEE/PATIENT (*Person for whom requested services were denied*)

Enrollee Name: _____

Enrollee Address: _____

Enrollee Phone: _____

INSURANCE INFORMATION

Insurance Company/Health Plan Name: _____

Subscriber Name: _____

Subscriber Insurance ID: _____ Dependent Insurance ID: _____

Coverage is: Individual Plan
 Group Plan - Employer Name: _____

PROVIDER INFORMATION

Treating Medical Provider: _____

Address: _____

Contact Person: _____

Email: _____ Telephone: _____ Extension: _____

PLEASE EXPLAIN THE REASON FOR THE APPEAL

Indicate clearly the type of service(s) and the specific date(s) of service being denied. Attach additional pages if necessary.

STATE OF CONNECTICUT – INSURANCE DEPARTMENT

REQUEST FOR EXTERNAL REVIEW

APPOINTMENT OF AUTHORIZED REPRESENTATIVE: (Complete if applicant is other than patient or parent of a minor child.)

I appoint _____, to act as my authorized representative for the purposes of section 38a-591g of the Connecticut General statutes, dealing with external review of final adverse determinations for medical necessity.

I authorize _____ to make any request; to present or to elicit evidence; to obtain review information; and to receive any notice in connection with my review, wholly in my stead. I understand that personal medical information related to my review may be disclosed to the representative indicated.

Signature of Patient (parent if patient is under 18 years old) Or Legal Representative* (Guardian, Conservator or Other – Please specify) Relationship (If other than patient) Date

* Legal Representatives must attach legal authorization to represent

This designation will expire one (1) year from the date it was signed, upon revocation or upon a final determination being rendered upon the action, whichever occurs sooner. Upon expiration, a new designation must be written in order to be valid. You may cancel this designation in writing at any time.

CONSENT FOR EXTERNAL REVIEW and RELEASE of MEDICAL RECORDS

I, _____ hereby authorize the release of medical records necessary for the external review. I understand that these records may be obtained from the Insurance Company/Health plan, the Utilization Review Company, and/or any relevant medical provider(s) and will be utilized solely for the purpose of conducting this external review and may be viewed by an auditor of the Insurance Department for quality review and examination of record purposes.

I understand that by providing my e-mail address I consent to receiving communications on an electronic basis in relation to this request from the Connecticut Insurance Department and the designated review entity. Any communications containing personally identifiable information, including medical information, are protected by state and federal privacy laws.

I understand that the decision of the independent review organization is binding and that neither the Commissioner nor the independent review organization may authorize services in excess of those covered by my health benefit plan.

Signature of Patient (parent if patient is under 18 years old) Or Legal Representative* (Guardian, Conservator or Other – Please specify) Relationship (If other than patient) Date

* Legal Representatives must attach legal authorization to represent

REQUEST FOR EXTERNAL REVIEW

EXTERNAL REVIEW CHECKLIST

Your request will not be processed if we do not receive all required items.

REQUIRED ITEMS

(√) Check all items enclosed

- 1. External Review Application – Completed, signed and dated.
- 2. ID Card – Copy of the patient’s insurance identification card
- 3. Final Denial Letter – Written notice from your health plan telling you that you have exhausted the internal appeals/grievance process. For expedited External Reviews please attach the last denial letter received.
- 4. Filing Fee – Check or money order for \$25 payable to “Treasurer, State of Connecticut” - OR - Request for Waiver of Filing Fee – By checking this box, I attest that the covered person is indigent or unable to pay the filing fee, or the covered person has already paid the maximum fee of \$75 per calendar year.

EXPEDITED REQUEST: Yes No Not available if services have already been delivered.

(√) Check appropriate box

- 5. Behavioral Health Denial (Automatically expedited – No Physician Certification Needed) – The denial of services is related to (A) a substance use disorder; or (B) co-occurring mental disorder; or (C) a mental disorder requiring 1) Inpatient Services, 2) Partial Hospitalization, 3) Residential Treatment, or 4) Intensive Outpatient Services necessary to keep a covered person from requiring an inpatient setting. - OR - Physician Certification Form – Supplement A – Required for Expedited Requests – Completed and signed by your physician

EXPERIMENTAL/INVESTIGATIONAL DENIAL: Yes No Services have been denied as experimental and/or investigational by your insurance company

- 6. Physician Certification Form – Supplement B – Required for Experimental/Investigational Denials – Completed and signed by your physician

OPTIONAL:

- 7. New Medical Information Enclosed – Medical documentation not previously submitted including additional supporting documentation from your treating physician.

Please note: All previously submitted medical information will automatically be forwarded to the independent review organization by the health plan for consideration in this external review.



Need assistance? Please call our Consumer Affairs Unit at 1-860-297-3910.

REQUEST FOR EXTERNAL REVIEW

IMPORTANT INFORMATION

- **Filing Deadline**
You have 120 days to file your external review after receipt of the final denial letter indicating that the internal appeals have been exhausted.
- **Expedited external review for urgent care or life-threatening situations**
Expedited external review requests should be filed immediately following receipt of any adverse determination. Your doctor must sign the Physician Certification Form to authorize this request unless your request is for a behavioral health service that is automatically considered urgent.
- **Additional new medical information**
It is important when filing an External Review to submit complete documentation to support your request for approval of the denied services or treatment. You may ask your treating physician to provide information to support your External Review.

Important supporting documentation may include:

- Letters of support from treating providers
- Detailed provider treatment notes
- Enrollee/parent narratives describing the health issue, when it arose and accompanying symptoms

Please note: All previously submitted medical information will automatically be forwarded to the independent review organization by the health plan for consideration in this external review.

- **External Review Consumer Guide**
The Connecticut Insurance Department has published an important guide to assist you in understanding the External Review process. If you have not yet received your Consumer Guide from your health plan, you may download a copy of “A Consumer’s Guide to Appealing Health Insurance Denials” from the “Forms and Application” section of our website at www.ct.gov/cid.

MAILING INSTRUCTIONS

Please mail your application for External Review to:

Connecticut Insurance Department
Attn: External Review
P.O. Box 816
Hartford CT 06142-0816

For overnight delivery only:
Connecticut Insurance Department
Attn: External Review
153 Market Street, 7th Floor
Hartford CT 06103



Need assistance? Please call our Consumer Affairs Unit at 1-860-297-3910.

REQUEST FOR EXTERNAL REVIEW

SUPPLEMENT A – Expedited Requests

PHYSICIAN CERTIFICATION FORM

NAME OF ENROLLEE/PATIENT: _____

Notice to the Treating Health Care Provider

The enrollee/patient listed above has requested an external review because his/her health carrier has denied a health care service or course of treatment on the basis that the service does not meet the health carrier's requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness of the health care service.

In order for the covered person to obtain an expedited external review, the patient's treating health care provider must certify that the standard external review process of 45 days would seriously jeopardize the life or health of the covered person or would jeopardize the covered person's ability to regain maximum function.

Please Note:

- Expedited reviews are only available if services have not yet been rendered.
- External Reviews for a denial of services related to (A) a substance use disorder; or (B) co-occurring mental disorder; or (C) a mental disorder requiring 1) Inpatient Services, 2) Partial Hospitalization, 3) Residential Treatment, or 4) Intensive Outpatient Services necessary to keep a covered person from requiring an inpatient setting will automatically be expedited and do not require this Form.

I certify that I am the treating physician; that adherence to the time frame for conducting a standard external review for the above named patient would, in my professional judgment, seriously jeopardize the life or health of the patient or would jeopardize the patient's ability to regain maximum function; and for this reason, the patient's appeal of the denial by the health carrier of the requested health care service or course of treatment should be processed on an expedited basis.

Physician Signature

State Medical License #

Date

Name of Treating Physician: _____

Physician Address: _____

STATE OF CONNECTICUT – INSURANCE DEPARTMENT

REQUEST FOR EXTERNAL REVIEW

SUPPLEMENT B – Experimental/Investigational Denials

PHYSICIAN CERTIFICATION FORM

NAME OF ENROLLEE/PATIENT:

Notice to the Treating Health Care Provider

The enrollee/patient listed above has requested an external review because his/her health carrier has denied a health care service or course of treatment based on their determination that this drug, procedure or therapy is experimental and/or investigational.

In order for the covered person to obtain an external review of an experimental/investigational denial, the treating physician must certify that the covered person’s medical condition meets certain requirements.

I certify that I am the treating physician for the patient named above in this external review and that I have requested the authorization for a drug, device, procedure or therapy which has been denied for coverage due to the insurance company’s determination that the proposed therapy is experimental and/or investigational. I understand that in order for the covered person to obtain the right to an external review of this denial, as treating physician I must certify that the covered person’s medical condition meets certain requirements as shown below.

In my medical opinion as the insured’s treating physician, I hereby certify that **one or more** of the following situations is applicable:

- Standard health care services or treatments have not been effective in improving the medical condition of the covered person.
- Standard health care services or treatments are not medically appropriate for the covered person.
- There is no available standard health care service or treatment covered by the health carrier that is more beneficial than the recommended or requested health care service or treatment.

It is my medical opinion based on scientifically valid studies using accepted protocols that the health care service or treatment requested by the covered person, and which has been denied, is likely to be more beneficial to the covered person than any available standard health care services or treatments.

Physician Signature

State Medical License #

Date

Name of Treating Physician:

Physician Address:

SAMPLE CONTRACT – NOT FOR EXECUTION

CONTRACT FOR EXTERNAL REVIEW SERVICES

This Contract (hereinafter “Contract”) between the **STATE OF CONNECTICUT** acting through the Insurance Commissioner of the State of Connecticut, (hereinafter the “State”), pursuant to sections 4-8, 38a-8 and 38a-591l of the Connecticut General Statutes, and [contractor] (hereinafter the “Contractor”). The parties hereto agree that services specified below shall be provided by Contractor in strict compliance with the provisions of the Contract.

1. Entire Contract

The Contract embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. The Contract shall supersede all prior written agreements between the parties and supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing, signed by all parties, and, as applicable, approved by the Attorney General or his Deputy. The Contract shall inure to the benefit of each party’s heirs, successors, and assigns. In the event of a conflict between the main body of this Contract and an Exhibit to this Contract, the provisions of the main body of this Contract shall prevail.

2. Amendments to the Contract or Changes in Services

When reasonable or necessary changes to the services or fees described in Exhibit A to this Contract are requested, the Contractor shall promptly advise the State as to whether it agrees to the proposed changes and estimate their monetary effect, if any. The Contractor shall implement no change unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes in the Contractor’s services. If the State determines that any change materially affects the cost or time of performance of this Contract as a whole, the Contractor and the State will mutually agree to an equitable adjustment, and this Contract shall be modified accordingly. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing, or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

Except for extensions made in accordance with the section dealing with the Duration of the Contract, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by all parties to the Contract, and if applicable, approved by the Connecticut Attorney General.

3. Duration of Contract

This Contract shall be in effect from January 1, 2016 through midnight December 31, 2017 unless terminated pursuant to section 29 of this Contract. The duration of this Contract will be extended

to accommodate changes in services made in accordance with section 2 of this Contract, or upon the express written agreement of the State and the Contractor.

4. Price Schedule, Payment Terms and Billing

Payment terms under this Contract are set forth in Exhibit B. Payment shall be made only after the health carrier as defined in Conn. Gen. Stat. §38a-591a (“Health Carrier”) using the services receives and accepts the services as set forth in Exhibit A and after it receives a properly completed invoice. Payment for all services shall be due within thirty (30) days after the Contractor issues the invoice for services provided. The Contractor shall submit an invoice to the Health Carrier for the services. The invoice shall include detailed information for the services delivered and performed. Any late charges should be calculated in accordance with the Connecticut General Statutes.

5. Laws and Regulations

The Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

6. Notices

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or, placed with a recognized, overnight express delivery service that provides for a return receipt or sent electronically by email or some other transmission mode, or faxed. All such Notices shall be in writing and shall be addressed as follows:

State Kathy Walsh
Principal Examiner
State of Connecticut Insurance Department
153 Market Street, 7th Floor
Hartford, CT 06103
860.297.3819
Kathleen.Walsh@ct.gov

Contractor:

The parties may change their respective addresses for notices under this section 7 upon prior written notification to each other.

7. Independent Contractor

- (a) The Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The Parties to this Contract agree that it does not create any actual or apparent partnership, franchise, or relationship of employer and employee between the parties. The Contractor is not authorized to enter into or commit the State to any agreements, and the Contractor shall not represent itself as the agent or legal representative of the State.
- (b) The Contractor is not entitled to participate in any State benefit program, including without limitation any health or retirement plans. The Contractor is not entitled to any remuneration, benefits, or expenses other than as specifically set forth in this Contract.
- (c) The State is not liable for taxes, Workers' Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax or other taxes or withholding for or on behalf of the Contractor or any other person consulted or employed by the Contractor in performing the services set forth in this Contract. All such costs are the Contractor's responsibility.
- (d) Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, accredited by a nationally recognized private accrediting entity that has independent review accreditation standards that the State has determined are equivalent to or exceed the minimum qualifications, equipped, organized and financed to perform such services. Contractor shall act as an independent contractor in performing the Contract, and shall maintain complete control over its employees and all of its subcontractors, if any. Contractor shall perform all services in accordance with its methods, subject to compliance with the Contract and all applicable laws and regulations. Contractor shall furnish fully qualified personnel to perform the services under the Contract. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by Contractor.
- (e) The Contractor has thoroughly searched its records deemed by the Contractor to be relevant to the services to be provided in accordance with this Contract, and represents that based on such search, services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor. The State recognizes that the Contractor is, however, engaged by new clients everyday and cannot assure that following commencement of the services, engagements with clients which may create a potential conflict will not occur with the Contractor. The Contractor will notify the State should they identify a conflict that occurs following commencement of services under this Contract.

8. Contractor Guaranties.

The Contractor, represents and warrants to State for itself and any Contractor Parties, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to

authorize the execution, delivery and performance of the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;

- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;
- (c) the execution, delivery and performance of the Contract 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 indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to the State in writing any claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) calendar days after becoming aware or after they should have become aware of any such claims.
- (k) they are able to perform under the Contract using their own resources or the resources of a party who is not a Contractor;

- (l) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (m) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (n) they owe no unemployment compensation contributions;
- (o) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (p) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section;

9. Representations and Warranties.

- (a) The Contractor represents and warrants to the State that it is duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, Contractor has taken all necessary action to authorize the execution, delivery and performance of the Contract and has the power and authority to execute, deliver and perform their obligations under the Contract;
- (b) The Contractor agrees to provide the State, as agent for the State for the services herein, in the manner described in Exhibit A, the services set forth in Exhibit A attached hereto.
- (c) Contractor agrees to provide services as specified by the Contract in a manner that shall reflect its high regard for quality. Contractor agrees to take all reasonable steps necessary to safeguard data, files, reports, or other information from loss, destruction, or erasure. The State agrees to notify Contractor, in writing, of any incident that may give rise to liability on the part of Contractor within ten (10) days of the date of its acquiring knowledge of such potential liability. Contractor agrees to notify the State, in writing, of any incident that may give rise to liability on the part of the State within ten (10) days of the date of its acquiring knowledge of such potential liability.
- (d) The parties agree that the services to be provided under this Contract cannot be relied upon to disclose errors, irregularities including fraud or defalcations or illegal acts that may exist. The Contractor specifically agrees, however, that the Contractor shall inform the State of any such matters that come to its attention.
- (e) The Contractor recognizes section 1-86e(a) of the Connecticut General Statutes which states: No person hired by the state as a consultant or independent contractor shall (1) use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such

person or employee; (2) accept another state contract which would impair the independent judgment of the person in the performance of the existing contract; or (3) accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.

10. Notification of Liability and Disclosure of Contractor Parties Litigation.

- (a) The State agrees to notify the Contractor, in writing, of any incident that the State recognizes as giving rise to liability on the part of the Contractor within ten (10) days of the date of its acquiring knowledge of such potential liability; and
- (b) The Contractor agrees to notify the State, in writing, of any incident that the Contractor recognizes as giving rise to liability on the part of the State within ten (10) days of the date of its acquiring knowledge of such potential liability.
- (c) The Contractor shall require that all subcontractors, as appropriate, disclose to the Contractor, to the best of their knowledge, any claims involving the subcontractors that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) calendar days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.

11. Labor and Personnel

At all times, Contractor shall utilize qualified personnel necessary to perform the services under the Contract.

12. Quality Control

- (a) Contractor agrees to provide services as specified by the Contract in a manner that shall reflect its high regard for quality;
- (b) Contractor agrees to take all reasonable steps necessary to safeguard data, files, reports, or other information from loss, destruction, or erasure;
- (c) The State agrees to notify Contractor, in writing, of any incident that may give rise to liability on the part of Contractor within ten (10) days of the date of its acquiring knowledge of such potential liability; and
- (d) Contractor agrees to notify the State, in writing, of any incident that may give rise to liability on the part of the State within ten (10) days of the date of its acquiring knowledge of such potential liability.

13. Inspection

- (a) The State may, at reasonable hours, inspect and examine all of the parts of the Contractor's plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

- (b) The Contractor shall maintain accurate and complete records. The Contractor shall make all of its records available at all reasonable hours for audit and inspection by the State.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all records until all claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) At the State's request, Contractor shall provide the State with hard copies of, magnetic tape or other form of electronic record containing, any data or information relating to the State's business, which data or information is in the possession or control of Contractor.
- (h) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any sub-contractor.

14. Examination of Contractor's Records; Confidentiality

Contractor shall maintain records and other evidence pertaining to work performed under the Contract during the contract period and for six full years from termination of the contract. Contractor shall maintain the confidentiality of medical information at all times in accordance with state and federal law. Contractor shall promptly honor any request from an individual for the return of medical records that are his property.

15. Ownership of Material

Any data provided to Contractor by the State or developed by Contractor with regard to the State shall belong exclusively to the State unless the State agrees in writing to the contrary.

16. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Contract or any part thereof to any member of the public, press, business entity or any official body without the prior written consent of the State.

17. Forum and Choice of Law

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflict of laws. To the extent that any immunities provided by the Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

18. Conflicts, Errors, Omissions and Discrepancies

In case of conflicts, discrepancies, errors or omissions among the various parts of this Contract, any such matter shall be submitted immediately by the Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors or omissions that are performed by the Contractor prior to clarification by the State shall be at the Contractor's risk.

19. Confidentiality of Proprietary Information

The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the submitted proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "**CONFIDENTIAL,**" the State will endeavor to keep said information confidential to the extent permitted by law. The State, however, 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 Bidder and Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other requirements of law.

20. Indemnification

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) actions, suits, claims, demands, investigations and proceedings of any kind, open, pending, threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum ("Claims") arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity ("Contractor Parties"); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bids submitted in response to the State's request in writing for bids, proposals, information or quotes for services or any Working Papers, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

21. Insurance

Before commencing performance of any work under this Contract, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (d) below. The Contractor shall assume any and all deductibles in the described insurance policies. At the request of the State, the Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State prior to the effective date of the Contract. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage.

The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of the Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.
- (c) Professional Liability: \$1,000,000 limit of liability.
- (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease-Policy Limit, \$100,000 each employee.

22. Promotion

- (a) Unless specifically authorized in writing by the Commissioner on a case by case basis, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, or the seal of the State:
 - (1) in any advertising, publicity, promotion; nor
 - (2) to express or to imply any endorsement of the Contractor's products or services; nor
 - (3) in any manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to prepare and deliver in accordance with this Contract such items as are hereby contracted for by the State.
- (b) Notwithstanding the provisions of paragraphs (a) above, nothing herein shall preclude or limit the Contractor from referring to the State as an entity that has engaged or have been the subject of services performed by the Contractor in connection with similar contracts providing it is done in the ordinary course of marketing its business and only the general nature of the services rendered to the State in connection with this Contract are described.

23. Non-Discrimination

The Contractor agrees to the following provisions required pursuant to section 4a-60a of the Connecticut General Statutes.

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) For purposes of this Section, 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 the Contract or contract;
- (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (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 is 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 a contract 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 Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-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 he 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 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 as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) (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 sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities 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; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) 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 which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State 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 as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

24. Executive Orders Numbers 3, 16, & 17

This Contract is subject to 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, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

25. Americans With Disabilities Act

The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the terms of this Contract. The State may cancel the Contract if the Contractor fails to comply with the Act.

26. Sovereign Immunity/Litigation

- (a) The parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have, or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
- (b) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

27. Changes In Ownership Or Status

The Contractor shall notify the State in writing no later than ten (10) days from the effective date of any change in:

- (a) its certificate of incorporation or other organizational document;
- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the performance of the Contract.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance of the Contract. The State, after receiving written notice by the Contractor of any State's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the State in accordance with the terms of the State's written request. The State may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, defined as "a Contractor's members, directors, officers, shareholders, partners, managers, principal officers,

representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity”, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed. Anything in the Contract to the contrary notwithstanding, the Commissioner reserves the right to terminate the Contract if the Commissioner determines that the reported change(s) may negatively impact the effectiveness or objectivity of Contractor.

28. Termination of Contract

- (a) Notwithstanding any provisions in this Contract, the State, through a duly authorized employee, may terminate the Contract whenever the State makes a written determination that such termination is in the best interests of the State. The State shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the State, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The State shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery, or by electronic mail. Upon receiving the notice from the State, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the State all Workpapers. The Workpapers are deemed to be the property of the State and the Contractor shall deliver them to the State no later than thirty (30) days after the termination of the Contract or fifteen (15) days after the Contractor receives a written request from the State for the Workpapers. The Contractor shall deliver those Workpapers that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT.
- (d) Upon receipt of a written notice of termination from the State, the Contractor shall cease operation as the State directs in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection, and preservation of the Workpapers and any other property. Except for any work which the State directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) Upon termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

- (f) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.
- (g) If the Contractor, during the term of this Contract, shall file for bankruptcy or be adjudicated bankrupt, or have any judgment of bankruptcy or insolvency entered against it, the State may terminate this Contract without notice.
- (h) In the event of termination of this Contract, the Contractor shall prepare and submit a final invoice to the State for payment by the Company in accordance with this Contract.

29. Breach.

If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Contractor has not performed according to the Contract, the State may withhold payment in whole or in part pending resolution of the performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due in accordance with this Contract.

30. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Contract, including but not limited to sections 14, 15, 16, 17, 19, 20, 22, 26, 32, and 40 of the Contract, shall remain in full force and effect.

31. Specification of State Official

Unless otherwise designated, wherever the term "Commissioner" is used in the Contract, it means "Insurance Commissioner" and shall include her authorized agent, employee or designee.

32. Assignment and Third Parties

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of the State. Notice shall be no less than thirty (30) days prior to the assignment of this Contract and shall include the identity of the assignee. The State may void any purported assignment in violation of this section and declare the Contractor in breach of contract. Any cancellation by the State for breach is without prejudice to the State's rights or possible claims. The Contract is between the State and Contractor only and shall not be relied upon by, or create any rights in, any third party.

33. Non-Waiver

None of the conditions of this Contract shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of this Contract unless expressly stipulated in such waiver.

34. Severability

If any part, parts, section or sections of the Contract shall be held to be void or unenforceable, such part, parts, section or sections shall be treated as severable, leaving valid the remainder of the Contract notwithstanding the part, parts, section or sections found to be void or unenforceable.

35. Force Majeure

The Contractor and the State shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental codes or regulations superimposed after the fact, failures of public or private carrier or utility, fire, communication line failures, earthquakes, or other disasters. 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.

36. Copies of Contract

This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Either copy may be introduced into evidence during a regulatory or legal proceeding. Facsimile or electronic signatures are original signatures.

37. Incumbency Certificate

The State shall receive true and complete certificates from the Contractor, following the guidelines attached hereto in Exhibit C and in substantial form to those incumbency certificates attached hereto in Exhibit C, certifying that the signor is authorized to sign this Contract on behalf of their respective company.

38. Contractor Certification

- (a) By its signing this Contract, the Contractor certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Contractor, its agent, or employees.
- (b) The Contractor certifies and attests that neither the Contractor nor any member of Contractor's staff has provided, or caused to be provided, gifts, as defined in Conn. Gen. Stat. § 1-79(e), to any state official or employee of the contracting agency.

- (c) The Contractor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has made an admission of guilt of such conduct which is a matter of record.
- (d) The Contractor certifies that no business, personal, or investment relationships exist, or have existed, between the Contractor or members of Contractor's staff and the State.
- (e) The Contractor certifies that no items of value have been provided to any elected or appointed official or employee of the State for which full payment has not been made.

39. Campaign Contribution Restrictions

For all State contracts defined in Connecticut General Statutes §9-612(g)(1) 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 expressly acknowledges receipt of 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 attached "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations C.

40. Protection of Confidential Information - Breach of Security or Loss

(a) For purposes of this Section, the following terms are defined as follows:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, voter registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

(b) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(c) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to the following:

- 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- 3) A process for reviewing policies and security measures at least annually;
- 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(d) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

(e) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

CONTRACTOR

By _____ Date: _____
Name:
Title:

CONNECTICUT INSURANCE COMMISSIONER

_____ Date: _____
Katharine L. Wade
Insurance Commissioner

APPROVED AS TO FORM - ATTORNEY GENERAL

By _____ Date: _____
Name:
Title:

SAMPLE - NOT FOR EXECUTION

EXHIBIT A

SCOPE OF SERVICES

- (a) The Commissioner shall assign standard and expedited review requests for external appeal to Contractor in the form shown in Sample External Review Template Letters below or as amended.
- (b) Contractor agrees to conduct a full review of any appeal that the Commissioner assigns to it for review consistent with the provisions of Conn. Gen. Stat. §38a-591a *et seq.* Contractor shall complete its review and issue the Contractor's decision to uphold, reverse or revise the health benefit plan's adverse determination, in the form shown in Sample External Review Template Letters below or as amended. Contractor's decision shall be accompanied by a written report of its review that shall be made available to the person who requested the appeal, the provider of record and the health benefit plan or utilization review company whose adverse determination was appealed. The Contractor's written report must satisfy the notice requirements as specified in Conn. Gen. Stat. §38a-591g(i)(2) and should also shall include identification of all materials used in the consideration of the appeal and the professional qualifications of the Contractor's reviewer.
- (c) Contractor may, at its discretion, terminate the external review and reverse the adverse determination if the health benefit plan fails to supply within the required timeframes the documents and information used in the health benefit plan's adverse determination.
- (d) If an appeal is reassigned, Contractor agrees to promptly forward all material in its possession concerning the appeal as the Commissioner may direct.
- (e) Contractor agrees to provide the Commissioner with a status report, which shall include information to be determined by the Commissioner and communicated to Contractor, at least annually.
- (f) Contractor shall maintain written records of all external reviews, whether standard or expedited external reviews, conducted by such organization in a calendar year. Contractor shall maintain such records in the aggregate by state where the covered person requesting such review resides and by health carrier, and shall submit a report to the Commissioner upon request, in a format prescribed by the Commissioner.
- Such report shall include, in the aggregate by state where the covered person requesting such review resides and by health carrier:
- The total number of requests for an external review, whether such requests were for a standard or an expedited external review;
 - The number of such requests resolved and, of those resolved, the number resolved upholding the adverse determination or final adverse determination and the number resolved reversing the adverse determination or final adverse determination;
 - The average length of time for resolution;
 - A summary of the types of coverages or cases for which a review was sought;

- The number of such reviews that were terminated as a result of reconsideration by the health carrier of its adverse determination or final adverse determination after the receipt of additional information from the covered person or the covered person's authorized representative; and
 - Any other information the Commissioner may request or require.
- (g) Contractor shall retain the required written records for not less than six years after the assignment of an external review or an expedited external review.
- (h) In the event of termination of the Agreement, properties of either party shall be returned upon written request of the party. Contractor shall promptly return medical records that are the property of an individual to that person.
- (i) The Contractor shall submit an invoice to the Health Carrier for the services. The invoice shall include detailed information for the services delivered and performed, as applicable, and accepted. Any late charges should be calculated in accordance with the Connecticut General Statutes.

SAMPLE - NOT FOR EXECUTION

**EXHIBIT B
COMPENSATION**

The health carrier that issued the adverse determination or the final adverse determination that is the subject of the external review request or the expedited external review request shall pay the independent review organization for the cost of conducting the review. The State will provide appropriate billing and contact information for each health carrier to the Contractor.

The State agrees that compensation for services provided by Contractor in accordance with the Contract shall be as follows:

	Full Review	Consideration of new information Or Withdrawal of appeal prior to completion of full review
Standard Review		
Expedited Review		
Expedited Behavioral Health Review		
Experimental & Investigational		
Expedited Experimental & Investigational		

SAMPLE - NOT FOR EXECUTION

EXHIBIT C

Guidelines for valid corporate resolutions:

- The certification must bear an original signature by an officer of the corporation, preferably the secretary, and one other than the person authorized to sign the contract.
- The resolution should state the name of the person authorized to sign the contract. If the resolution only states the title of the officer so authorized, a certification by a corporate officer must be provided certifying that the individual signing the contract held that office at the time the contract was signed.
- The actual statement of the resolution (the language following the word “RESOLVED” in the examples), should contain the exact wording from the resolution that the Board adopted.
- The contract must be signed *exactly* as the name is called out in the resolution – the name and title must match precisely.
- The date on which the resolution was adopted can precede the date on which the contract was signed, but the date on which the resolution is certified cannot precede the date the contract was signed. For Example, for a contract signed July 1, 2003, the Certified Resolution can state that the resolution was adopted by the Board of Directors on March 1, 2002, but the Secretary must certify that the resolution was adopted, and remains in effect, on or after July 1, 2003, thus showing that on the date the contract was signed, the signatory in fact had the authority to do so.
- If the corporation does not possess a corporate seal, the “L.S.” notation may be written next to the Secretary’s signature. In addition, the “L.S.” notation should be written next to the signature of the corporate officer on the contract itself. If the corporation does have a seal, the seal should be affixed both to the signature page of the contract and to the certified resolution.
- In lieu of a certified resolution, a certified copy of the applicable sections of the corporate bylaws which authorize execution of the contract by the signing person may be submitted along with a certification that the person signing the contract held the office in question at the time the contract was signed. Or, a certified copy of minutes of the board of directors at which the contract signatory was authorized to sign the contract under review (or the particular type of contract of which the one under review is an example) may be provided.

CERTIFIED RESOLUTION

I _____ (Name of Secretary) _____, Secretary of _____ (Name of Corporation _____), a corporation organized and existing under the laws of the State of _____ (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on _____, 200__, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect

RESOLVED: That _____ (Name of Officer) _____, _____ (Office held – e.g. president, vice-president, etc.) _____, of _____ (Name of Corporation) _____, is empowered and authorized to execute and deliver contracts on behalf of the Company.

[or . . .]

RESOLVED: That _____ (Name of Officer), _____ (Office held – e.g. president, vice-president, etc.) _____, of _____ (Name of Corporation), is empowered and authorized to execute and deliver in the name and on behalf of this Company a certain contract with _____ Connecticut _____ for _____ (General description of Services) and to affix the corporate seal [if applicable].

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Company this _____ day of _____, 200__.

[or, if the corporation has no seal. . .]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this _____ day of _____, 200__. The Company has no corporate seal.

Secretary

(Corporate Seal or "L.S.")

Guidelines for valid LLC resolutions:

- The certified resolution must state: (I) that the LLC is run by members or managers; (ii) that the signatory is either a member or manager of the LLC; and, (iii) that as such, he or she is not prohibited or limited by the LLC's articles of organization from binding the LLC.
- The contract must be signed by the signatory in the capacity noted in the resolution (i.e., as member or manager, as applicable).
- If possible, the resolution should be signed by a member or manager who is not the contract signatory.
- If the LLC does not possess a corporate seal, the "L.S." notation may be used instead, but the certification must specifically state that the LLC has no seal.

CERTIFIED RESOLUTION

I, _____ (Name of member or manager), a _____ (Member or Manager) of _____ (Name of LLC) LLC, a limited liability company organized and existing under the laws of the State of _____, (the "Company"), hereby certify: (I) that _____ (Name of LLC) is run by _____ (members/managers); (ii) that _____ (Name of Contract Signatory) is a _____ (member/manager) of _____ (Name of LLC), and (iii) that as such, _____ (Name of Contract Signatory) is not prohibited or limited by the articles of organization from binding the LLC.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of the LLC this _____ day of _____, 200__.

[or, if the LLC has no seal. . .]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this _____ day of _____, 200__. The LLC has no seal.

Member/Manager

*If the LLC has a seal, place it here.
If the LLC has no seal, the "L.S." notation may be used.*

Guidelines for valid partnership resolutions:

- Generally, any general partner of a general or limited partnership has the authority to sign a contract on behalf of the partnership.
- However, if possible, a contractor which is a partnership should provide a certification from a general partner, other than the general partner signing the contract (or from all the general partners), stating that the general partner signing the contract has such authority.
- If a limited partner signs the contract, a copy of the limited partnership agreement should be provided so that it can be reviewed for confirmation that the named limited partner has signatory authority.
- The partner signing the contract must provide his or her title (i.e., general partner, limited partner) next to his or her signature on the contract.

CERTIFICATION

I/We, _____ (Name of General Partner(s)), do hereby certify that _____ (Name of Partner signing the contract) is a general/limited partner of _____ (Name of Partnership), and, as such, is empowered and authorized to execute contracts on behalf of the partnership.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this _____ day of _____, 200__.



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

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

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

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

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

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

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

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)



<Insurance Dept. Letterhead>

Request for Preliminary Review

TO: <Health Plan>
<Health Plan Address>

DATE:

RE: REQUEST FOR EXTERNAL REVIEW
External Review File #:
Applicant Name:
Enrollee Name:

- Standard External Review
 Experimental/Investigational External Review

Enclosed please find a Request for External Review received in this Department.

At this time, we are requesting that you conduct a Preliminary Review of the enclosed application materials to determine if this request meets the requirements for acceptance for Full Review.

Under Connecticut General Statute 38a-591g, the health carrier is required to complete their Preliminary Review within (5) business days of receipt of a Standard Review and to notify the applicant, the Commissioner and the provider of record within (1) business day of the results of this review. In the event this is an Expedited Review, the health carrier is required to notify the applicant, the Commissioner and the provider of record within (1) Day of receipt.

The attached “External Review – Preliminary Review Verification Form” should also be completed during your review of this file and returned to the Consumer Affairs Department with a copy of the Results of the Preliminary Review.

If this file is accepted for Full Review, you will be required to send the following items to the IRO for use in the Full Review:

- Copy of the External Review Request form and associated documents submitted by the Applicant
- Copy of the enrollee’s certificate/policy that is the subject of the review
- All documents and information you considered in making the adverse or final adverse determination

Authorized Signature

<Insurance Dept. Letterhead>

Request for Expedited Preliminary Review

TO: <Health Plan>
<Health Plan Address>

DATE:

CC: <IRO>

RE: REQUEST FOR EXPEDITED EXTERNAL REVIEW
External Review File #:
Applicant Name:
Enrollee Name:

- Expedited External Review
- Expedited Behavioral Health External Review
- Expedited Experimental/Investigational External Review

Enclosed please find a Request for an Expedited External Review received in this Department.

At this time, we are requesting that you conduct a Preliminary Review of the enclosed application materials to determine if this request meets the requirements for acceptance for Full Review.

Under Connecticut General Statute 38a-591g, the health carrier is required to complete their Preliminary Review within (1) day from receipt of an expedited request and then immediately notify the applicant, the Commissioner, the IRO and the provider of record of their determination.

The attached “*External Review – Preliminary Review Verification Form*” should also be completed during your review of this file and returned to the Consumer Affairs Department with a copy of the Results of the Preliminary Review.

To facilitate the transfer of all records to the named IRO prior to the start of the Full Review process, we ask that you forward the following materials to the IRO named below concurrent with your Preliminary Review processing:

- Copy of the enrollee’s certificate/policy that is the subject of the review
- All documents and information you considered in making the adverse or final adverse determination

The following Independent Review Organization has been pre-assigned to conduct this expedited External Review request, pending formal acceptance of the case for Full Review:

<IRO Name>
<IRO Address>

Authorized Signature

**External Review
Preliminary Review Verification Form**

TO: Connecticut Insurance Department – Consumer Affairs

FROM: <Health Plan>

DATE:

RE: REQUEST FOR EXTERNAL REVIEW

External Review File #:

Applicant Name:

Enrollee Name:

- Standard External Review
- Experimental/Investigational External Review
- Expedited External Review
- Expedited Behavioral Health External Review
- Expedited Experimental/Investigational External Review

Please answer each of the questions listed below & Return to Consumer Affairs

Yes No **Covered Person**
 The individual was a covered person under the health benefit plan at the time the health care service was requested and if applicable, was a covered person in the health benefit plan at the time the health care service was provided.

Yes No **Covered Service**
 The health care service that is the subject of the adverse determination is a covered service under the covered person's health benefit plan.

Yes No **Exhausted Internal Appeals**
 The covered person has exhausted the internal grievance process.

Date of Last Denial Letter: _____
Procedural or Diagnostic code (ICD-9/CPT): _____

Denial is: Initial Denial 1st Level Appeal 2nd Level Appeal

All mandatory appeals have been exhausted: Yes No

Yes No **Within Filing Limits**
 The completed request for an external review was received within 120 days of receipt of the final adverse determination notice. Receipt is defined as (3) days following the date of the notice.

External Review
Preliminary Review Verification Form – cont'd

Yes No **Eligible Denial**
The basis for the denial is one of the following:

- Medical necessity, appropriateness, health care setting, level of care, effectiveness of the health care service
- Experimental and/or investigational
- Eligibility to participate in the health carrier's health benefit plan
- Rescission of coverage due to an alleged fraudulent act, practice or omission or the intentional misrepresentation of material fact.

Yes No **Eligible Connecticut Plan**
The enrollee is covered under a fully insured group plan, State of Connecticut Employee Plan or individual medical plan written in the State of Connecticut.

Coverage is through an Individual Plan

Coverage is through an Employer Group Plan

Employer Name: _____

Situs/State of Issue: _____

Coverage is Fully Insured Self-Insured

Yes No **All required documents received**
The applicant submitted all the required documents for consideration of an External Review. (Check items received)

- Request for External Review
- ID Card
- Final Denial Letter or last denial letter for expedited requests
- Filing Fee of \$25 or Request for Waiver of Filing Fee
- Physician Certification Form (if expedited or experimental/investigational)

Yes No **Physician Certification Form (Non- Behavioral Health Expedited Requests*)**
The treating physician has signed Supplement A - Physician Certification Form.
 The request is for a prospective or concurrent review.

* Behavioral Health Services for Inpatient, Partial Hospitalization, Residential Treatment and Intensive Outpatient Services will automatically be considered expedited requests without Physician Certification.

Yes No **Physician Certification Form (Experimental & Investigational Requests)**
The treating physician has signed Supplement B – Physician Certification Form.

Health Plan Authorized Representative: _____ Date: _____

Exhibit B

<Health Plan Letterhead>

Results of Preliminary Review

TO: Applicant Name
Applicant Address

CC: Commissioner
Provider of record

DATE:

RE: REQUEST FOR EXTERNAL REVIEW
External Review File #:
Applicant Name:
Enrollee Name:

After a preliminary review of your request for External Review, it has been determined that your request has met the eligibility requirements for the Connecticut External Review Program. Therefore, your **EXTERNAL REVIEW HAS BEEN ACCEPTED FOR FULL REVIEW.**

An Independent Review Organization will be assigned by the Connecticut Insurance Department to conduct a full review of your External Review request. You will receive notification from the Insurance Department shortly with the name of the Independent Review Organization and the mailing address of this organization, should you wish to submit additional information to be considered in this review.

Authorized Signature

<Health Plan Letterhead>

Results of Preliminary Review

TO: Applicant Name
Applicant Address

CC: Commissioner
Provider of record

DATE:

RE: REQUEST FOR EXTERNAL REVIEW
External Review File #:
Applicant Name:
Enrollee Name:

After a preliminary review of your request for External Review, it has been determined that your **EXTERNAL REVIEW HAS NOT BEEN ACCEPTED FOR FULL REVIEW** for the following reason(s):

MISSING REQUIREMENTS

- The applicant has not provided the following items required by the Insurance Commissioner:
 - Request for External Review Application
 - Patient's Insurance Identification Card
 - Copy of the final denial letter from the Insurance Company/Health Plan
 - Filing Fee or completed Request for Waiver of Filing Fee
 - Physician Certification Form (expedited or experimental/investigational reviews)
 - Consent for External Review and Release of Medical Records
 - Signature of: _____.
 - Other: _____

Missing items must be received by the Health Carrier within 120 days of the date of the final adverse determination letter to be considered for reevaluation of this Preliminary Review. Therefore your response is due: _____

Missing items should be sent to the following address:

Notice of Rights to Appeal This Decision

Although we have declined to accept your External Review for Full Review, you should be aware that you have the right to appeal this decision to the Connecticut Insurance Department. Please include a written statement documenting the reason that you feel this decision is inaccurate. This appeal must be received by the Insurance Department no later than 30 days from the date of this letter.

Please send your Appeal Letter and a copy of this Preliminary Review notification to:

Connecticut Insurance Department
Attn: External Review
P.O. Box 816
Hartford CT 06142-0816

The Insurance Department will review your appeal and notify you of the findings of this review. The Insurance Department's decision on your eligibility for the External Review Program will be considered the final determination regarding your request for an External Review.

Authorized Signature

<Health Plan Letterhead>

Results of Preliminary Review

TO: Applicant Name
Applicant Address

CC: Commissioner
Provider of record

DATE:

RE: REQUEST FOR EXTERNAL REVIEW
External Review File #:
Applicant Name:
Enrollee Name:

After a preliminary review of your request for External Review, it has been determined that your **EXTERNAL REVIEW HAS NOT BEEN ACCEPTED FOR FULL REVIEW** for the following reason(s):

- The applicant has not provided the following information required by the Insurance Commissioner:
 - Request for External Review Application
 - Patient's Insurance Identification Card
 - Copy of the final denial letter from the Health Carrier
 - Filing Fee or completed Request for Waiver of Filing Fee
 - Physician Certification Form (expedited or experimental/investigational reviews)
 - Consent for External Review and Release of Medical Records
 - Signature of: _____
 - Other: _____

- The enrollee is not covered under an eligible plan for External Review:

You are enrolled in the following ineligible plan:

- Self-insured medical plan
- Medical plan issued outside of Connecticut
- Medicare
- Medicaid – *Contact the Dept. of Social Services to request a Fair Hearing*
- Dental and Vision plan
- Other: _____

- The enrollee has not exhausted the internal grievance process.

- The applicant did not file the external review request within 120 days of the final adverse determination letter.

- The enrollee was not a covered person under the health benefit plan at the time the health care service was requested, or was not a covered person in the health benefit plan at the time the health care service was provided.
- The health care service that is the subject of the adverse determination is not a covered service under the covered person's health benefit plan.
- The denial of health care services is not eligible for review under the external review program.

External Review is only available for denials based on the health carrier's determination that the services do not meet the requirements for medical necessity, appropriateness, health care setting, level of care, effectiveness of the health care service, experimental and/or investigational, eligibility to participate in the health carrier's health benefit plan or rescission of coverage.

- The request for External Review of experimental and/or investigational health care services is not certified by the treating physician as required on the Physician Certification Form.
- Other: _____

Notice of Rights to Appeal This Decision

Although we have declined to accept your External Review for Full Review, you should be aware that you have the right to appeal this decision to the Connecticut Insurance Department. Please include a written statement documenting the reason that you feel this decision is inaccurate. This appeal must be received by the Insurance Department no later than 30 days from the date of this letter.

Please send your Appeal Letter and a copy of this Preliminary Review notification to:

Connecticut Insurance Department
Attn: External Review
P.O. Box 816
Hartford CT 06142-0816

The Insurance Department will review your appeal and notify you of the findings of this review. The Insurance Department's decision on your eligibility for the External Review Program will be considered the final determination regarding your request for an External Review.

Authorized Signature

<Health Plan Letterhead>

Results of Preliminary Review

TO: Applicant Name
Applicant Address

CC: Commissioner
Provider of record

DATE:

RE: REQUEST FOR EXPEDITED EXTERNAL REVIEW
External Review File #:
Applicant Name:
Enrollee Name:

After a preliminary review of your request for External Review, it has been determined that the **EXTERNAL REVIEW HAS NOT BEEN ACCEPTED FOR EXPEDITED FULL REVIEW** for the following reason:

- The completed Physician Certification Form was not completed and signed by your treating physician certifying the Expedited Review.

Your Request for Expedited External Review has been accepted for Standard Full Review on a non-expedited basis.

An Independent Review Organization will be assigned by the Connecticut Insurance Department to conduct a full review of your External Review request. You will receive notification from the Insurance Department shortly with the name of the Independent Review Organization and the mailing address of this organization, should you wish to submit additional information to be considered in this review.

Authorized Signature

<Insurance Dept. Letterhead>

**Results of Appeal of
Preliminary Review Decision**

TO: Applicant Name
Applicant Address

CC: Health Plan
Provider of record

DATE:

RE: REQUEST FOR EXTERNAL REVIEW
External Review File #:
Applicant Name:
Enrollee Name:

The Connecticut Insurance Department received your request for an Appeal of your health carrier's decision regarding your ineligibility for the External Review Program. Your External Review has been independently reviewed by the Insurance Department to determine if your request meets the criteria for External Review.

This notice serves as a confirmation of the results of this Appeal.

Your request for External Review has been **APPROVED** by the Connecticut Insurance Department as meeting the eligibility requirements of the program.

An Independent Review Organization will be assigned by the Connecticut Insurance Department to conduct a full review of your External Review request. You will receive notification under separate cover with the name of the Independent Review Organization and the mailing address of this organization, should you wish to submit additional information to be considered in this review.

Your request for External Review has been **DECLINED** by the Connecticut Insurance Department as not meeting the eligibility requirements of the program as shown in the attached "Results of Preliminary Review" form.

This concludes the Appeal process for the External Review Program.

Authorized Signature

<Insurance Dept. Letterhead>

Full Review Notification

TO: <Applicant>
<Applicant Address>

CC: IRO
Health Plan
Provider of record

DATE:

RE: REQUEST FOR EXTERNAL REVIEW
Department File #:
Enrollee Name:
Applicant Name:

The Connecticut Insurance Department has been notified by your health carrier that your request for External Review has met the eligibility requirements for the External Review Program and has been accepted for Full Review.

You should be aware that Connecticut General Statute 38a-591g provides each party to the External Review the opportunity to provide additional information to be considered for review. This information must be submitted to the Independent Review Organization listed below no later than five (5) business days from receipt of this notice with the External Review File # clearly marked. Information submitted after that day is not required to be accepted for consideration under this review.

Connecticut General Statute 38a-591g also requires the health carrier to forward all documents and information considered in making the adverse determination within (5) business days to the Independent Review Organization for consideration in this External Review.

Upon receipt of these records, the Independent Review Organization will initiate the following full review:

STANDARD FULL REVIEW

A full review will be conducted by the Independent Review Organization listed below and a decision will be forwarded to you by that organization not later than forty five (45) days after this review is initiated.

EXPERIMENTAL/ INVESTIGATIONAL FULL REVIEW

A full review will be conducted by the Independent Review Organization listed below and a decision will be forwarded to you by that organization not later than twenty (20) days after this review is initiated.

The following Independent Review Organization has been assigned to conduct a Full Review of your External Review request:

< IRO>
<IRO Address>
<IRO Contact Name>

Authorized Signature

<Insurance Dept. Letterhead>

Full Review Notification

TO: <Applicant>
<Applicant Address>

CC: IRO
Health Plan
Provider of record

DATE:

RE: REQUEST FOR EXPEDITED EXTERNAL REVIEW
Department File #:
Enrollee Name:
Applicant Name:

The Connecticut Insurance Department has been notified by your health carrier that your request for External Review has met the eligibility requirements for the External Review Program and has been accepted for Full Review.

In accordance with Connecticut General Statute 38a-591g, the health carrier must forward all documents and information considered in making the adverse within (1) day to the Independent Review Organization for consideration in this External Review.

Upon receipt of these records, the Independent Review Organization will initiate the following full review:

EXPEDITED FULL REVIEW

A full review will be conducted by the Independent Review Organization listed below and a decision will be forwarded to you by this organization not later than seventy-two (72) hours after this review is initiated.

EXPEDITED BEHAVIORAL HEALTH FULL REVIEW

A full review will be conducted by the Independent Review Organization listed below and a decision will be forwarded to you by this organization not later than twenty-four (24) hours after this review is initiated.

EXPEDITED EXPERIMENTAL/INVESTIGATIONAL FULL REVIEW

A full review will be conducted by the Independent Review Organization listed below and a decision will be forwarded to you by this organization not later than five (5) days after this review is initiated.

The following Independent Review Organization has been assigned to conduct a Full Review of your External Review request:

< IRO>
<IRO Address>
<IRO Contact Name>

Authorized Signature

Results of Full Review

TO: Applicant Name
Applicant Address

CC: Health Plan
Commissioner
Provider of Record

DATE:

RE: REQUEST FOR EXTERNAL REVIEW
External Review File #:
Applicant Name:
Enrollee Name:

A Full Review of your External Review request has been conducted regarding the adverse determination by _____
Health Carrier

The decision reached after the Full Review is to:

- UPHOLD** the health carrier's decision.
- REVERSE** the health carrier's decision.
- REVISE** the health carrier's decision.

(Please specify) _____

A report of the review, including the rationale for the decision is attached. Under Connecticut General Statute 38a-591g, the decision rendered under this External Review by the independent review organization is final and the decision is binding.

If this decision resulted in a "reverse" or "revise" determination, the health carrier listed above will contact you directly and coverage will be approved according to the terms and conditions of your plan.

If the decision resulted in an "uphold" determination, all external review has now been exhausted and there is no further appeal of this decision.

Authorized Signature

Guide to the Code of Ethics For Current or Potential State Contractors



2015

Guide for Current or Potential State Contractors

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics
18-20 Trinity Street
Suite 205
Hartford, CT 06106

860/263-2400
www.ct.gov/ethics



Citizen's Ethics Advisory Board:

Charles F. Chiusano, Vice Chairperson (through September 2017)
Herbert A. Grant, Vice Chairperson (through September 2015)
Mary Bigelow (through September 2017)
Susan Gruen (through September 2015)
Roger L. Kemp (through September 2015)
Daniel M. Young (through September 2016)
Rev. Tammy Jackson (through September 2016)

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Guide for Current or Potential State Contractors

THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, www.ct.gov/ethics.

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations, and otherwise enforces the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

Guide for Current or Potential State Contractors

GIVING BENEFITS TO STATE PERSONNEL



Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- *Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).

Guide for Current or Potential State Contractors

- *Gifts to the State* – Restricted donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only restricted donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.

Even though you are under the permissible \$49.99 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

Should you or your representative give something of \$10 or more in value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual’s department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.



This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o). A courtesy form is available for this notification on the OSE’s Web site, in the “Forms” section.

Guide for Current or Potential State Contractors

Necessary Expenses

You may provide necessary expenses to a public official or state employee *only* if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.



Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are *not* necessary expenses. Necessary expense payments also *do not* include payment of expenses for family members or other guests.

Fees/Honorariums

Public officials and state employees may *not* accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.



Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.

You may provide coach class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

Guide for Current or Potential State Contractors

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Likewise, such businesses may not hire those employees. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.

Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

Guide for Current or Potential State Contractors

Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).



Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.

It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

Guide for Current or Potential State Contractors

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management (www.opm.state.ct.us).



Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution to the State Treasurer's campaign, you may be prohibited from contracting with the Office of the Treasurer. See Conn. Gen. Stat. § 1-84 (n).

Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.



Contribution Ban for Communicator Lobbyists (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Guide for Current or Potential State Contractors

Sessional Contribution Ban for Client Lobbyists (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Connecticut Office of Policy and Management.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting.

The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

Guide for Current or Potential State Contractors

FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Legal Division of the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

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