# Connecticut Health Insurance Exchange

# Small Business Health Options Program (SHOP)

# Request for Proposal

# December 17, 2012

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# 1. INFORMATION

## 1.1. Authorized Contact Person

The Authorized Contact Person for all matters concerning this Request for Proposal (RFP) is:

| | |
|---|---|
| **Name:** | Margo Lachowicz |
| **Title:** | Connecticut Health Insurance Exchange Project Assistant |
| **Mailing Address:** | Connecticut Health Insurance Exchange, 450 Capitol Avenue<br>MS# 52HIE, Hartford, CT 06106-1379 |
| **E-Mail Address:** | CTHIX.SHOPRFP@ct.gov |
| **Phone / Fax** | (860) 418-6285 / (860) 418-6397 |

All questions to, and requests for information from the State of Connecticut concerning this RFP by a Prospective Responder or a Responder, or a representative or agent of a Prospective Responder or Responder, should be directed only to the Authorized Contact Person. Include "Exchange SHOP RFP" in all correspondence.

Questions should be made in writing, and submitted by email or fax. All answers to questions, and any Addenda to this RFP, will be made available to all Prospective Responders.

## 1.2. Release Date of this RFP

December 17, 2012.

## 1.3. Intention to Propose

Each Responder must indicate their intention to propose by signing (by an authorized representative) and returning a copy of an **Intention to Propose** form (see Appendix D) by the **due date of 5:00pm Eastern Standard Time on December 21, 2012**. The form should be e-emailed or faxed to the Authorized Contact Person, as identified in Section 1.1: Authorized Contact Person.

## 1.4. Proposal Due Date, Time, and Location

| | |
|---|---|
| **Date:** | January 22, 2013 |
| **Time:** | 5:00 PM EST |
| **Location:** | Connecticut Health Insurance Exchange, 450 Capitol Avenue<br>MS# 52HIE, Hartford, CT 06106-1379 |
| **Attn:** | Margo Lachowicz |

Proposals in the format required by this RFP must be received by the Exchange at the above location, by the date and time prescribed above. The Exchange will consider requests made to the Authorized Contact Person to extend the Proposal Due Date and Time specified above. However, unless the Exchange issues a written addendum to this RFP which extends the Proposal Due Date and Time for all Responders, the Proposal Due Date and Time specified above shall remain in effect. Emailed or faxed proposals will not be accepted by the Exchange.

The Exchange bears no responsibility for the cost of preparing a response to this solicitation. Proposals received at this location after the Proposal Due Date and Time are considered late and shall not be accepted by the Exchange.

## 1.5. Anticipated Contract Start Date

March 1, 2013.

# 2. BACKGROUND

## 2.1. Scope of Solicitation

### *2.1.1. Introduction/Overview*

The State of Connecticut is issuing this RFP to qualified SHOP Exchange Vendors that will support the State of Connecticut's Health Insurance Exchange (CT HIX). This RFP seeks information from qualified Business Process Outsourcing (BPO) Vendors to assist with the design, development, and implementation of a Small Business Health Options Program (SHOP) Exchange solution.

The Patient Protection and Affordable Care Act (ACA) requires states to create a SHOP Exchange that is designed to help small employers access more affordable insurance and more health plan choice for their employees. Under this law, states must set up a SHOP Exchange in order to assist "qualified" small employers in enrolling their employees in private health insurance plans.

In 2011, an estimated 344,000 Connecticut residents lacked health coverage. To facilitate eligibility determinations, the ACA requires each SHOP Exchange to provide access to employers seeking support with a variety of SHOP Exchange-related functions, including consumer support programs, eligibility, the applications process, information on Qualified Health Plans (QHP), etc.

The State plans to establish a SHOP Exchange as a new marketplace that gives small businesses power similar to what large businesses have to create more choices and lower prices on healthcare coverage for their employees. Once in operation, the SHOP Exchange will provide access to numerous choices in levels of coverage, plan designs and cost. The State will create a balance between utilizing existing market capabilities and developing new capabilities that conformed to the specific requirements of the ACA or are seen as innovations by the State. The SHOP Exchange will be operational by October 1, 2013 and provide coverage beginning January 1, 2014.

Additional requirements are explored in the next sections of this document.

## 2.2. Business Justification

### *2.2.1. Current Environment*

The State does not currently offer a state-administered SHOP Exchange solution. As the State expands affordable insurance options for small businesses, the SHOP Advisory Committee was established to recommend key policy decisions affecting the implementation of a SHOP program and to increase the number of firms offering employer-sponsored health insurance. Four insurance carriers, including Aetna, Anthem, ConnectiCare, and Oxford, cover the majority of small businesses in Connecticut.

Since the mid-1990s, a private sector small business health exchange has been assisting small businesses with obtaining coverage in Connecticut. This employee choice model currently offers coverage to small (approximately 5 – 50 employers) and mid-sized employers (51 – 100 employers) and provides coverage to over 70,000 enrollees to date. ConniectiCare and Oxford participate in this private sector exchange, which will shortly include Aetna.

### *2.2.2. Future State*

As defined by CMS, a large employer is defined as an organization (or a non-federal government employer) with at least 51 full-time equivalent (FTE) employees. Full-time equivalent employees may include the total hours worked by part-time employees. Conversely, a small employer is a company (or a non-federal government employer) that has at least two but not more than 50 FTE employees. Connecticut has determined that a small business with one (1) full-time employee will be eligible for coverage through the SHOP Exchange. Employers with 1- 50 FTE employees shall be eligible to participate in SHOP Exchange, and it is expected that employers with 1 – 100 FTE employees shall be eligible by 2017.

The SHOP Exchange Vendor must be capable of supporting these three purchasing models. For the purpose of the three options below, the term "benchmark" means that the employer has to establish a contribution amount that they are willing to provide to the employees:

- **Option 1: "Employee Choice" Model –** Option 1 allows the employer to select a "benchmark plan" with a carrier, benefit plan, and contribution level within a metal tier. Employees may either select the benchmark plan or use the employer's contribution monies to select any other QHP offered in the metal tier selection by the employer.
- **Option 2: "Employer Choice" Model – One Carrier, Multiple Plans** – Option 2 allows an employer to select a benchmark plan including one carrier, a benefit plan, contribution level, and metal tier, then offer a choice of benefit plan options exclusive to the benchmark plan's carrier, irrespective of metal tier.
- **Option 3: "Sole Source" Model – One Carrier, One Plan –** Option 3 allows an employer to select a benchmark plan with a carrier, benefit plan, and contribution level within a metal tier while providing the option for employees to either select or reject enrollment in the benchmark plan.

It is envisioned that the SHOP Exchange Vendor will assist employers, employees, brokers, and navigators by providing qualified health plan selection and enrollment assistance. The SHOP Exchange Vendor is expected to work with the licensed brokers and navigators in order to assist employers in evaluating coverage options and obtaining coverage.

The SHOP Exchange Vendor should implement and staff a SHOP Help Desk for providing consumer support to participating employers and employees. It is expected that the SHOP Exchange Vendor's solution will assist employers and participating health plans with verifying employer and employee eligibility. The SHOP Exchange Vendor is expected to provide new and/or updated two-way, real-time interfaces to transfer data between the SHOP solution and third party vendors (i.e. insurance carriers, state and federal agencies, etc.).

The SHOP Exchange Vendor is also expected to assist with premium aggregation and billing. Specifically, the SHOP Exchange Vendor is expected to issue a single premium invoice to the employer for the total premiums owed. Employees will be able to submit their contribution amounts to their employer for collection. After the appropriate billing has been processed, employers will send the aggregated employee and employer contribution payments due to the health plan carriers via the SHOP Exchange Vendor's carrier interfaces.

The SHOP Exchange Vendor will collect a single cumulative premium payment from an employer for all qualified employees enrolled and will be responsible for distributing these payments to the

respective insurance carriers . It is envisioned that the SHOP Exchange Vendor will aggregate administrative fees and remit them to the Exchange.

The SHOP Exchange Vendor will also interface with the Exchage for plan management activities. An example is the requirement to update approved plan rates and benefits. Subsequently, the SHOP Exchange Vendor will reconcile enrollment and employer participation with the insurance carriers at least monthly and maintain records of employer participation and employee enrollment. The insurance carriers will collaborate with the Connecticut Insurance Department (CID) and the Exchange in QHP certification.

The Exchange will oversee the SHOP Exchange Vendor with dedicated staff. The SHOP Exchange Vendor is expected to provide specific performance reports on enrollment and enrollment fluctuation for employers and employees, eligibility verification, carrier payment history, broker participation, commission payments, qualified event activity, broker, navigator, employer and employee satisfaction, and other Exchange-specific data.

Below is a schematic of proposed SHOP operations:

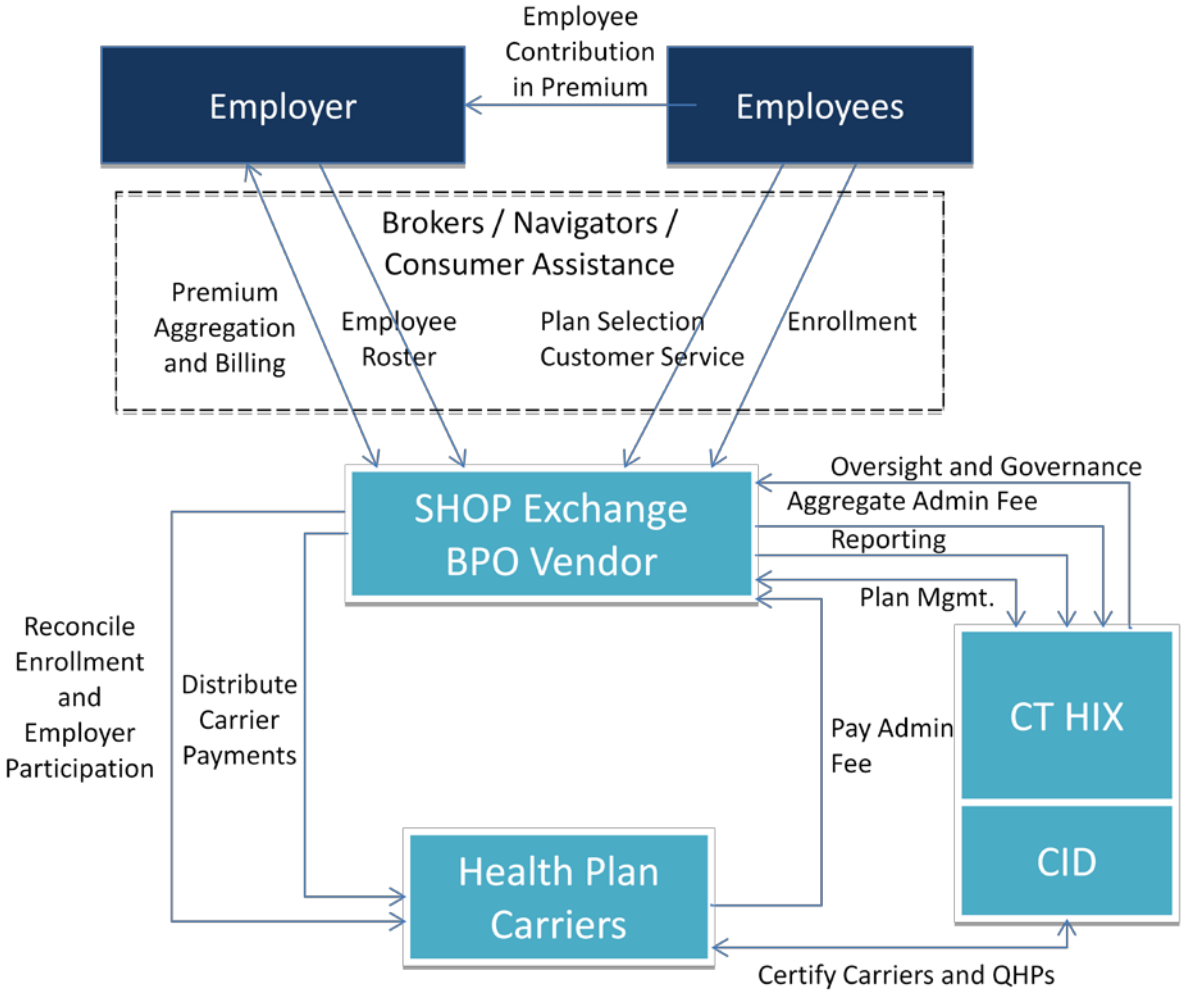



**Figure 1: Future Vision**

### 2.2.3. Volumetrics

The proposed SHOP Help Desk shall receive incoming calls and process documents received from employers and employees. In addition, the SHOP Help Desk will perform activities necessary to receive, log, and track incoming communications and correspondence. Activities also include processing correspondence that requires tracking and routing of documents received by the SHOP Exchange Vendor. The SHOP Help Desk will also provide customer service to enrolled employers and employees regarding eligibility, enrollment and billing issues related to the SHOP Exchange. While not mandatory, it is preferred that SHOP Help Desk be located in the State of Connecticut. At minimum it must be in a secure location in the United States. Please refer to Section 4.4: Approach & Methodology for more detail.

The SHOP Help Desk will be dedicated to SHOP Exchange-only populations and would transfer callers to the appropriate personnel in CT HIX for services such as health insurance coverage for non-group population, Medicaid/CHIP eligibility determination, reporting of complaints to regulatory entities. It should be noted that a separate RFP for Call Center BPO services for the Individual Exchange was issued in October 2012.

The initial open enrollment period for SHOP begins on October 1, 2013 for coverage effective January 1, 2014. Because of the rolling enrollment in SHOP, there is no end date for the open enrollment period. As a result, it is imperative that the SHOP Help Desk is scalable to handle growing SHOP enrollment.

Table below provides the estimates for a baseline consumer population estimate for the initial small group Exchange population. The Exchange projects a much larger influx of daily consumer response in the first few months of open enrollment following the Exchange's commenced operations, and a substantial drop off thereafter. Please note that total population estimates below represent the anticipated consumer universe for SHOP Exchange.

| Market Segment | Low | Moderate | High |
|---|---|---|---|
| Small Group | 10,000 | 20,000 | 30,000 |

The Exchange has no historical data on small group enrollment patterns or the expected variation in volume of enrollees over the month and over the year. The Exchange expects the Responder to have the necessary expertise to properly anticipate load and staffing requirements for the SHOP Exchange operations.

### 2.2.4. Design Goals

While building an Exchange requires work across a diverse spectrum of functions and disciplines, the State continues to make sure that all activity is aligned to 5 simple goals for the organization:

1. Create an easy and simple consumer experience for shopping and comparison of insurance options
2. Promote innovation and new options for benefit coverage in the State
3. Provide empathetic and responsive customer service
4. Work with the Exchange's health plans, brokers, and navigators to provide more affordable products and broad distribution support
5. Launch a substantive and targeted communications and outreach campaign that promotes awareness of health reform and new options for consumers and small businesses in the State

Implementing the SHOP Exchange and meeting these objectives brings a number of benefits to the State of Connecticut, including:

#### *2.2.4.1. Encourage Small Business Involvement*

- Encourage small business to purchase coverage on the SHOP Exchange.
- Provide a SHOP solution that satisfies the needs of employers, employees, brokers, navigators, and health plans in an efficient and consumer-friendly manner.
- Facilitates access to individual ACA tax credits to small business.

#### *2.2.4.2. Leverage Existing Small Group Health Insurance Knowledge*

- Provide minimum disruption to the existing small group health insurance market in Connecticut while promoting innovation.
- Leverage the knowledge and expertise of current market "players" for key technical and business functions.

#### *2.2.4.3. Simplify Member Access*

- Provide multichannel access into the SHOP Exchange including Web.
- Create a first-class, compelling user interface for member access. Establish a member centric Web site that is attractive, easy to use, and compares to the very best commercial Web sites. The State of Connecticut will look for a SHOP Exchange Vendor that has a rich, proven solution and a process that includes usability workshops and continuous refinement.

#### *2.2.4.4. Exploit Modern Information Technology Architecture*

- Be engineered for change and built on a flexible architecture based on Service-oriented Architecture (SOA) principles and national standards for security, privacy, interoperability, and information sharing.
- Work along with and take advantage of Connecticut Statewide technology architecture and governance to enable the streamlining of eligibility criteria and ease of future changes to rules.
- Manage eligibility criteria in a transparent and collaborative manner that allows for efficient and appropriate updates.

#### *2.2.4.5. Drive Down Operational Costs*

- Provide a Web portal that is simple to use and that can be used for all consumer interactions. The portal interface will not only aid in the success of the SHOP Exchange but will also drive down operational costs by reducing phone calls, in-person visits, and paper applications and renewals.
- Use a rules engine and workflow engine that is configurable.

#### *2.2.4.6. Improve Data Sharing*

- Collect member consent to share data. Make this information available to Individual Exchange to improve the flow of information.

#### 2.2.4.7. Improve Oversight and Transparency

- Meet the SHOP requirements of the ACA (45 CFR 155 Subpart H).
- Ensure that operations are transparent and managed with efficient and effective oversight.

## 2.3. Project Dependencies

### 2.3.1. State Agency Collaboration

State-based exchange implementation has significant impact on the operations of all involved State agencies, including, but not limited to, the CT HIX, Connecticut Department of Social Services (DSS), Connecticut Insurance Department (CID), and Office of the Healthcare Advocate (OHA), among others. Each of the agencies will need to make changes and additions to their existing operations in order to support the ACA requirements and to facilitate an efficient and proper implementation and operation of a SHOP Exchange solution. These State agencies are active participants in supporting and guiding the project.

### 2.3.2. SHOP Advisory Committee

The Exchange has established a SHOP Advisory Committee to support work areas focused on viability, operational structure, and development strategy. The SHOP Advisory Committee will assist with several key policy decisions, including the implementation of an employee choice model, identifying the types and number of health plans offered through the SHOP Exchange.

The following items are the key priorities of the SHOP Advisory Committee:

- Evaluating enrollment functions, premium collection, and plan payment operations
- Review purchasing options for small employers
- Develop recommendations regarding minimum participation and contribution requirements for employers.

Please refer to the Exchange's SHOP Advisory Committee website for an archived list of presentations, minutes, and agendas from previous meetings:
http://www.ct.gov/hix/cwp/view.asp?a=4299&Q=506206

### 2.3.3. Financial Sustainability

Connecticut is challenged to create a financially sustainable SHOP Exchange that is entirely self-funded post-2014. Key cost and revenue assumptions must be regularly revisited to protect the fiscal strength of the State.

### 2.3.4. Critical Supporting Data Links

The eligibility determination process is reliant on key data links from State and Federal databases. Therefore, this initiative is reliant on parallel State and Federal IT-development efforts that are outside the scope of this project.

## 2.4. Critical Success Factors

### 2.4.1. Resource Commitment to the State of Connecticut

With so many states seeking to hire BPO Vendors to support their SHOP Exchange solutions, there is a concern that SHOP Exchange Vendors will be overextended and will not be able to commit adequate resources to their individual State efforts. Therefore, focus will be placed on selecting a SHOP Exchange Vendor with deep experience in delivering similar member-centric solutions and is

able to demonstrate their ability to commit the required depth and breadth of experienced resources specifically for the State of Connecticut.

#### *2.4.2. State Agency Cooperation*

With the compressed timeframes set forth by the Federal government, the selected SHOP Exchange Vendor should be able to demonstrate the capability to work effectively across several state agencies in Connecticut. The importance of working with numerous State agencies simultaneously is critical in meeting the deadlines of designing and implementing the SHOP Exchange for the State of Connecticut.

#### *2.4.3. Intangible Property Rights*

*The selected SHOP Exchange Vendor must agree to the following language in their contract with the Exchange:*

This contract is in support of Connecticut's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. This Contract is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Contract. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to Connecticut in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering Connecticut's Exchange under the Affordable Care Act of 2010. The Contractor is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 40.

### 2.5. Assumptions

In determining the scope for the SHOP Exchange solution, Connecticut made a number of assumptions. In addition to assumptions outlined below, the Responder should identify any assumptions being made with respect to this service request and submit them as part of the Responder's proposal.

#### *2.5.1. Scoping Assumptions*

Critical deadlines to comply with the ACA include implementation of integrated eligibility to support the streamlined integration with the SHOP Exchange by October 1, 2013 for employees applying for coverage starting January 1, 2014.

#### *2.5.2. Administrative Assumptions*

- The State's subject matter experts and user groups will be made available to SHOP Exchange Vendor staff.
- The selected SHOP Exchange Vendor will provide weekly and monthly project status reports to the Integrated Eligibility Program Management Organization (IEPMO).

## 2.6. Project Organization

The organizational chart below shows the reporting relationships of key project participants. The selected SHOP Exchange Vendor will report to the IEPMO on a periodic basis during the developmental phase of the project. It should be noted that an updated organizational chart shall be utilized during the operational phase of the SHOP Exchange.

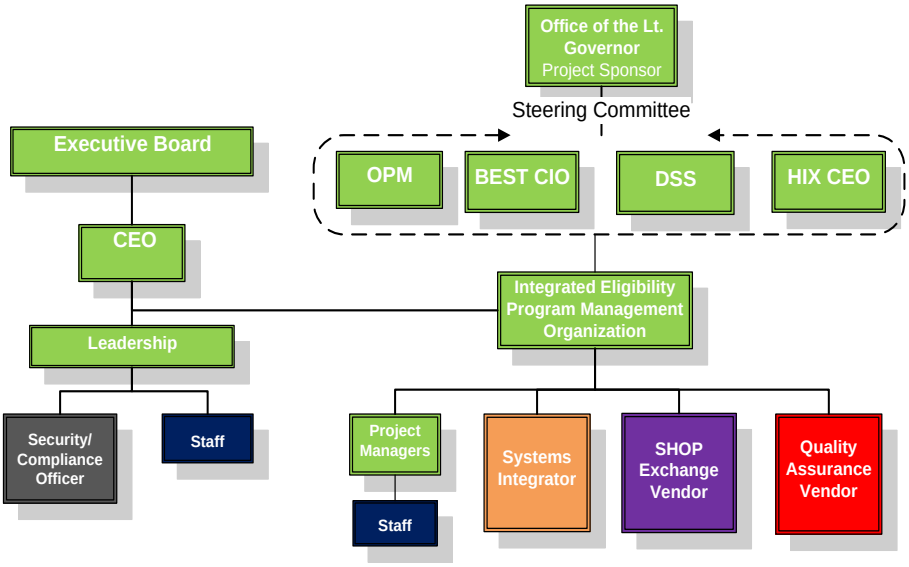



**Figure 2: Project Organization**

### *2.6.1. Program Management Organization*

The Exchange will leverage an IEPMO to facilitate an overall strategic program integration approach that merges the establishment of the operational side of the SHOP Exchange with the related IT-systems build, staffing, and support requirements. The IEPMO will specifically oversee the development, testing, and implementation of the SHOP Exchange. The IEPMO will assist in standing up the ongoing operations and the implementation of the selected solutions to be within the milestones and deadlines of the Integrated Eligibility and Exchange as prescribed in the ACA. The Exchange will establish the appropriate level of resources to manage and monitor project progress.

The SHOP Exchange Vendor is responsible for reporting to the IEPMO on a weekly and monthly basis to detail project progress to date, project risks and issues, and once the SHOP Exchange is operational, report on Service Level Agreement (SLA) metrics.

### *2.6.2. Quality Assurance (QA) and Independent Verification and Validation (IV&V)*

A QA/IV&V Vendor will be working with the IEPMO to assist with the quality assurance reviews of SHOP deliverables on behalf of the Exchange. The SHOP Exchange Vendor must fully cooperate with the QA/IV&V Vendor as it executes its responsibilities. The QA Vendor will review all aspects of the SHOP Exchange Vendor activities and report SHOP Exchange Vendor status, progress, risks, and remediation approaches to the IEPMO on a routine basis. The QA Vendor will also review SHOP Exchange Vendor quality control procedures and processes to develop, track, and report on SLA

metrics. Bi-monthly periodic IV&V reviews will be conducted by the IV&V team and the SHOP Exchange vendor is expected to comply with those reviews and collaborate with the IV&V team.

### *2.6.3. Security/Compliance Officer*

The Security/Compliance Officer will be responsible for establishing and maintaining the Exchange's vision to ensure information assets are adequately protected. The Security/Compliance Officer will direct the SHOP Exchange Vendor in identifying, developing, implementing, and maintaining processes to reduce information and IT risks. In addition, the Security/Compliance Officer will respond to incidents, establish appropriate information assets protection standards and controls, and direct the establishment and implementation of information assets protection policies and procedures. The SHOP Exchange Vendor is expected to collaborate with the Security/Compliance Officer on compliance with established information assets protection policies and procedures.

### *2.6.4. Exchange Team*

The Exchange will oversee the privately funded SHOP Exchange and establishes common rules for companies offering and pricing insurance to assure quality of the plans and competitive pricing. The Exchange will also provide comparative information regarding the cost, quality and value of the different plans offered by major insurance carriers through the Exchange. The Exchange will make resources available to the extent possible as requested by the SHOP Exchange Vendor. The Responder should include in its response any expectations and needs for the Exchange participation in the effort, including key participants, deliverable review assumptions, and meeting attendance requirements. Specific expectations of Exchange team participation should be clearly outlined in the Responder's proposal and those activities should be included in the work plan (in Microsoft (MS) Project format) to be included with the proposal.

# 3. SCOPE OF WORK

## 3.1. Project Timeline

### 3.1.1. Target Completion/Critical Due Dates

The following are the anticipated target dates for key milestones:

| | |
|---|---|
| RFP Issued | December 17, 2012 |
| Responder Submission of Intent to Propose | December 21, 2012 |
| Questions Regarding Proposal Due Date | January 9, 2012 |
| Proposal Due Date | January 22, 2013 |
| Oral Presentations | February 5 – February 8, 2013 |
| Vendor Award | February 15, 2013 |
| Anticipated Contract Start Date | March 1, 2013 |
| Final Roll Out of SHOP Exchange | October 1, 2013 |

### 3.1.2. Contract Term

The initial term of the contract shall be from the date specified in the executed contract from inception through December 31, 2016 with the option to renew services that have been performed. Extensions will be accomplished as stated in the executed contract. In the event that the contract, if any, resulting from the award of this RFP shall terminate or is likely to be terminated prior to the making of an award for a new contract for the identified products and/or services, the Exchange may, with the written consent of the SHOP Exchange Vendor, extend the contract for such period of time as may be necessary to permit an uninterrupted transition of services. The contract may also be amended in writing from time to time by mutual consent of the parties. The Exchange reserves the right to adjust the initial contract term prior to contract execution based on availability of funds and other factors relevant to the Exchange.

## 3.2. High Level Requirements

The requirements for SHOP technology enablement within Connecticut are driven by two main factors:

1. **The Affordable Care Act (ACA)** – The ACA requires that state-based SHOP Exchanges, among other things, must perform the following functions:

   - Certify small group qualified health plans (QHPs) on the SHOP Exchange
   - Provide a marketplace for small groups to purchase coverage via an employee choice option
   - Allow employees to select QHP's from available choices and enroll
   - Aggregate small group premiums into a consolidated bill for groups and distribute payments to carriers
   - Reconcile enrollment information and employer participation information with QHPs at least monthly
   - Verify that individual applicants are identified by the employer as employees that have been offered coverage

   Other requirements apply and are contained within the ACA itself as well as regulations promulgated by HHS, the latest of which were issued on November 30, 2012.

2. **Connecticut's SHOP Strategy –** Connecticut has made many strategic decisions with regard to SHOP technology and operations. Specifically, Connecticut seeks to achieve the following high level requirements beyond what is explicitly required by the ACA.

   - Allow small employers to register for SHOP QHP's with the SHOP Exchange
   - Allow small employers to select a broker or navigator who will be authorized to act on their behalf when setting up their employee's QHP coverage operations as well as to perform ongoing enrollment and financial management
   - Provide basic system administration and reporting functionality to allow brokers and navigators to manage their small employer clients effectively through roster reports, status, reports, alerts, messages, etc.
   - Allow the Exchange to monitor the activity of employers who are using the SHOP Exchange solution to set-up employee coverage options
   - Allow employees to select QHPs from available choices and enroll
   - Provide additional account management and value-added administrative services to small employers

| # | Component Area | Component Area Description |
|---|---|---|
| **Functional Requirements** | | |
| F1 | Financial Management | The system shall provide the capability to enable payment processing, facilitate premium invoice generation, application of payments, returned checks, and refund processing, track and apply tax credits to member accounts, collect and aggregate premiums and collect or offsets user fees, monitor payment status, and resolve payment/invoice discrepancies identified by employers, and/or issuers. Administer pre-tax, payroll withholdings for eligible non-group individuals purchasing directly from the Exchange. |
| F2 | SHOP Eligibility and Enrollment | The system shall provide the capability to enable assessment of eligibility of an employee for QHPs, facilitate comparison shopping for the SHOP Exchange, verify eligibility, and process enrollment. |
| F3 | Account Management | The system shall create and maintain accounts for employees, small employers, and issuer. For employees and issuers, these accounts would include the application, application updates, supporting documentation, data verifications, eligibility determinations, enrollments, user credentials, and history of changes and notifications. Includes ability to create, retrieve, update, freeze, close, and report on accounts. |
| **Technical Requirements** | | |
| T1.1.1 | Performance and Scalability | The system shall perform consistently and efficiently under normal and peak loads. |
| T1.1.2 | Availability | Both the public and internal user interfaces shall be highly available. |
| T2.1 | System Integration Channels | The system shall facilitate interoperability with systems that are external to the enterprise. |
| T3.1 | Portals | The term "portals" refers to the different user interfaces needed by the SHOP solution. We specifically recognize the Public Portal and the Professional User Portal as being the major user interfaces for the system. Although we name these two user interfaces they are |

| # | Component Area | Component Area Description |
|---|---|---|
| | | both available over the internet and they will still both need different configurations for different users, e.g., the Public Portal will be different for SHOP users and individuals. The two user interfaces could be delivered on the same technical platform and same technology but they may also have differences in order to be optimized for the different type of user, e.g., trained versus untrained, power user versus infrequent user, easy-to-use versus fast-to-use, "any" browser versus a subset of named browsers. |
| T4.1 | IT Operations | The system shall accommodate hosting, backup, and disaster recovery requirements. |
| T5.1 | Document Management | For the purpose of these requirements document management is concerned with the inbound handling of documents (paper, faxes, emails, email attachments and uploads.) The requirements for outbound documents are described in the tab section Business Process Management (Document Management.) Inbound and outbound documents shall share the same repository and outbound documents shall employ barcodes and document identifiers that can be recognized and used in the inbound document management workflows. |
| T6.1 | Alerts and Notifications | This is concerned with the creation and assignment of tasks to individuals and the notification of tasks. Requirements include the escalation of tasks, reassignment, forwarding, roll-up views, reprioritization, etc. The requirements have been consolidated into the Task Workflow sections. |
| T6.2 | Document Generation | This is concerned with the generation of outbound information that can be sent to citizens or organizations such as QHP Issuers. Documents may be mailed, emailed, faxed and/or available online via the Web portal. |
| T7 | Privacy and Security | The system shall support control of access to sensitive functions and data including personal information. |
| T8 | Data Management | The system shall enable management of enterprise data including operational and aggregate data and the transformation of data for use by different systems. |
| T9 | Information Management | The system shall facilitate the collection and analysis of enterprise data and the generation of reports and graphs. |
| T10 | Help Desk | This is concerned with the design and functionality requirements of the SHOP Exchange Help Desk. |

Detailed functional and technical requirements can be found in the Requirements Traceability Matrices that are included in Appendices B and C.

## 3.3. Business Process Models

The State has developed a number of High Level Business Process Models and can be found in Appendix A. The Business Process Models will provide the Responder with an understanding of the planned SHOP Exchange transaction and process flows. The following table is an inventory of the business process models, including a high-level description of the processes.

### Business Process Models

| Process Model | Description |
|---|---|
| **Financial Management**<br>This set of processes depicts the payment processing, premium invoice generation, application of payments, returned checks and refund processing, and tax credit functions. | |
| *Premium Processing* | |
| BP-FM-03 | SHOP Premium Collection |
| BP-FM-05 | Employer Premium Discrepancy Resolution |
| *Risk Spreading Calculations* | |
| BP-FM-08 | Risk Spreading Calculations(Also Includes FM-10, FM-11, FM-12) |
| *Issuer Payment Transfers* | |
| BP-FM-07 | Issuer Invoice/Payment Reconciliation |
| BP-FM-13 | Plan Assessment for HIX Operations |
| BP-FM-14 | Aggregated Premium Payment to Issuers and User Fee Collection (Also includes FM-12) |
| **SHOP Eligibility/Enrollment**<br>This set of processes depicts the assessment of SHOP eligibility for a plan, program, or service as well as employee plan or program enrollment, renewals, and termination. | |
| *Prepare/Update Individual Eligibility Application* | |
| BP-SHOP-01 | Prepare Initial Employer Eligibility Application |
| *Verify Individual Eligibility Application Information* | |
| BP-SHOP-02 | Verify Data on Employer Eligibility Application |
| BP-SHOP-11 | Verify Data on Employee Eligibility Application |
| *Renew SHOP Eligibility and Enrollment* | |
| BP-SHOP-08 | Redetermine/Renew Employer Participation in SHOP |
| BP-SHOP-09 | Terminate Employer Participation in SHOP |
| BP-SHOP-17 | Renew Employee Enrollment in Qualified Health Plan |
| *Determine Eligibility* | |
| BP-SHOP-03 | Determine Employer Eligibility |
| BP-SHOP-04 | Determine Employer Contribution |
| BP-SHOP-05 | Communicate SHOP Employer Insurance Options to Employees |
| BP-SHOP-06 | Update Employer Eligibility Application |
| BP-SHOP-10 | Prepare Employee Eligibility and Enrollment Application |
| BP-SHOP-12 | Determine Employee Eligibility |
| *Enroll Employee* | |
| BP-SHOP-13 | Select Qualified Health Plan |
| BP-SHOP-14 | Enroll Employee in Qualified Health Plan |
| BP-SHOP-15 | Update Employee Eligibility Application |
| BP-SHOP-19 | Conduct Periodic Participation and Enrollment Reporting and Reconciliation |
| BP-SHOP-20 | Produce Annual Information Reports and Returns |
| *Disenroll Employee from Qualified Health Plan* | |
| BP-SHOP-18 | Disenroll Employee from Qualified Health Plan |
| *Appeal Eligibility Decision* | |
| BP-SHOP-07 | Appeal SHOP Eligibility Decision |

| Process Model | Description |
|---|---|
| **Account Management**[1]<br>This set of processes depicts creating and maintaining accounts for individuals, issuers, and entities that assist with applications. For individuals and issuers, these accounts include the application, application updates, supporting documentation, data verifications, eligibility determinations, enrolments, user credentials, and history of changes and notifications. This also includes ability to create, retrieve, update, freeze, close, and report on accounts. | |
| *Suspend/Deactivate Account* | |
| BP-AM-01 | Account Inactivity Deactivation |
| BP-AM-02 | Deactivation Request |
| *Reporting* | |
| BP-AM-03 | Account Management Reporting |

[1]These processes are not part of the CMS blueprints and were created based on discussions with Connecticut stakeholders.

# 4. PROPOSAL INSTRUCTIONS

The following is a list of requirements and guidelines regarding the Responder's SHOP Exchange proposal.

## 4.1. Proposal Outline

The Responder's SHOP Exchange proposal should consist of the following sections, in the order listed below:

- Cover Letter
- Table of Contents
- Executive Summary
- Organizational Capability
- Approach and Methodology
- Level of Fit of the Proposed Solution
- Project Timeline
- Scope Exclusions
- Cost/Pricing Proposal
- Appendices

### *4.1.1. Document Formatting*

The proposal created by the Responder should be formatted as follows:

- Paper size: 8.5 x 11 inches
- Minimum font size: 11 point (except for footnotes, headers, or footers)
- Ready for printing: All electronic files submitted will be pre-formatted for printing
- Software: All electronic files submitted should be created (or fully compatible) with any of the following software suites or packages: Microsoft Office 2010, Adobe PDF.

### *4.1.2. Organization of Response*

The Responder is required to submit:

- Three (3) soft copies on CD-ROMs which will contain all documents with the cost/pricing proposal in Microsoft Excel format located in a separate folder on the CD-ROM (this is in addition to a submission of a hard copy of the proposal).
- Six (6) hard copies in binders organized in the order as specified above including the cost/pricing proposal. Documents will be separated by tabbed dividers within the binder.

## 4.2. Executive Summary

The Responder shall provide, as a separate document, an executive summary of their proposal. This document will be written to communicate the Responder's commitment to serving the interests of the SHOP Exchange, its approach, and the value-added capabilities to a State executive-level audience.

## 4.3. Organizational Capability

Describe the Responder's organizational capability to provide the scope of services described in this RFP. To demonstrate organizational capability, provide the following:

- A description of the company, including when it was established, number of employees, locations of corporate offices, and which offices the staff that will be assigned to the project are affiliated.
- State the number of SHOP Exchanges the Responder has implemented and operated and the number of employees with relevant training and experience in operating SHOP Exchanges for health and human services programs.

- State whether parts of the services proposed are to be provided by a subcontractor and describe the relationship with the proposed subcontractor and the proposed subcontractor's role during this engagement.

#### *4.3.1. Responder Qualifications*

The Responder should describe their experience in operating similar SHOP Exchanges for three (3) or more environments of comparable size and complexity over the past five (5) years. While the Responder should demonstrate the breadth and depth of their experience, they should also highlight experience in delivering these solutions to State and/or Federal government clients.

Responders should document their experience using the structure below. Experience descriptions should include:

- Summary descriptions of the client organization (size, geographic location, scope, industry, etc.).
- Brief descriptions of consumer assistance services provided
- Scope of the effort in terms of total project cost (to the client), duration of the project, and team size (Responder resources).

| | |
|---|---|
| **Client Name/Organization** | |
| **Client Size, Geographic Location, Industry** | |
| **Consumer Assistance Services Provided** | |
| **Solution Technical Description** | |
| **Consumer Population Served (Number of Consumers)** | |
| **Project Cost** | |
| **Project Start and End Dates** | |
| **Project Team Size** | |

#### *4.3.2. Responder References*

A key differentiator will be the length, service levels, references, and quality of comparable SHOP Exchange services provided to other clients. The Responder must provide contact information for a minimum of three (3) client references that the Exchange can contact. These references should be drawn from the projects summarized in Section 4.3.1: Responder Qualifications. The Responder will also ensure that the Exchange is able to have appropriate access to the reference contacts listed, and should expect that such reference contacts will be contacted by the Exchange.

The three (3) references should be documented using the structure below:

| | |
|---|---|
| **Client Name/Organization** | |
| **Contact Name** | |
| **Contact Title and Project Role** | |
| **Phone Number** | |
| **E-Mail** | |

#### *4.3.3. Assumptions*

In addition to Scoping and Administrative assumptions, the Responder should identify any assumptions being made with respect to this service request as discussed in Section 2.5: Assumptions.

#### *4.3.4. Staffing Plan*

- Provide a brief narrative summarizing the Responder's staffing plan, which identifies the number of staff required to support this project and which state (if outside of the State of Connecticut) each staff member will reside. While not mandatory, it is preferred that the responder's staff resides in the State of Connecticut.
- For each proposed resource, clearly indicate which will be dedicated to this project on a full-time equivalency basis. Please note that the Exchange is expecting a dedicated set of resources that are committed to this project and its timely success.
- Provide an organizational chart for this project, showing the Responder's team and how it will interact with the Exchange and its supporting entities. Also, include a narrative describing the organization and interactions.
- List all roles and key resources proposed for the project. The Responder must list the key staff as well as additional staff needed to complete the project.
- At a minimum, key staff should include the SHOP Exchange Implementation Manager. The Exchange Implementation Manager must have:
  - A minimum of five (5) years of experience in health insurance operations and similar environments, including performing and maintaining appropriate service levels and quality to all users, customers and stakeholders.
  - A minimum of seven (7) years of experience in health insurance operations and similar environments.
  - Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, the federal government's guidance for Exchanges, and key components of NIEM.
  - Experience in public or private health insurance industries.
- The Exchange reserves the right to interview, screen, and approve or deny all resources proposed for the assignment and request references as needed.
- The Exchange also reserves the right to request reasonable changes to specific team resources because of their availability, qualification, skill-sets, and quality of work products and deliverables.
- The Responder must demonstrate the project team's ability to deliver the proposed solution. Please include resumes, not to exceed two pages in length, as an appendix that highlights relevant skills and qualifications of all key staff and other proposed resources. Resumes must include specific information on education and training, including whether the team member is an employee or a subcontractor.
- Also, include three (3) client references for all key staff proposed (name, title, phone, e-mail, and project). All references provided may be contacted via phone or email between 8 a.m. and 6 p.m. EST after submission of proposals.

### 4.4. Approach and Methodology

The SHOP Exchange development and operations approach should have sufficient detail to ensure that the Exchange can understand and anticipate how the services will be delivered in a standard approach

based on the Responder's best practices and experiences with similar clients. This section while addressing the entire scope of the Responder's solution should specifically articulate within it:

#### *4.4.1. Achievement of the SHOP Exchange Objectives*

The Responder will describe how their solution fulfills the SHOP Exchange objectives as described earlier in Section 2.2.2: Future State.

#### *4.4.2. Off-site Services*

The Responder shall describe the proposed services that may be delivered from non-CT locations but within the United States (U.S.). While Federal guidelines require the personnel to be located in the U.S., SHOP staff do not need to be U.S. citizens. However, SHOP Exchange personnel are required to be authorized to work in the U.S. The description should include a detailed explanation of the delivery model, touch points, resource pyramid (i.e., mix of senior, mid, and junior level resources), communication protocols, team experience levels, travel requirements, data security and other integration considerations as deemed relevant. Additionally, please describe the method by which user experience is measured and how performance is improved.

#### *4.4.3. Processes and Methodologies*

The Responder shall describe the major processes and methodologies that it will be employed in delivering the Services. The Responder should address how they will integrate their processes and tools with the various State benefit programs as described throughout this document.

#### *4.4.4. Dedication to Quality*

The Responder should provide details of its approach to measuring and maintaining high quality services. The Responder should supply details of any industry-recognized quality standard to which it is, or will become, compliant (including a timeframe for compliance, if not already achieved), as well as any awards received over the last 18 months. Please indicate all quality programs that are externally measured (e.g., Six Sigma, ISO 2000, ITIL, etc.) and how such certifications would directly benefit the SHOP Exchange.

#### *4.4.5. Information Security, Data Privacy, and Sarbanes-Oxley (SOX) Compliance*

The Responder must describe its approach to managing information security, data privacy, and SOX compliance as part of its solution.

#### *4.4.6. Disaster Recovery / Business Continuity Capabilities*

This section is intended to provide sufficient detail to understand each Responder's capabilities with regard to an event which impacts the Responder's ability to deliver the Services.

The Proposal should address the following topics:

- Provision of continuous operations of the services (including the underlying systems for which the Responder is responsible)
- The Exchange's involvement in developing a Future State disaster recovery plan
- The Exchange's involvement in any actual recovery processes
- Incorporation of the Exchange's corporate standards/expectations for disaster recovery into the initial and on-going disaster recovery plans
- The scope of disaster recovery testing and requirements for the Exchange's participation in such testing
- Risks and liabilities to be assumed by the Responder
- The impact on pricing of different scenarios or recovery levels

### *4.4.7. Governance Approach*

The Exchange believes that the governance operating model is critical to the success of its outsourcing initiative. The Responder should describe its governance operating model including governance, contract administration, performance monitoring and reporting, project management, financial management, decision rights between the parties, interfacing with the functions, and other enterprise stakeholders. Specifically, the Responder should include enough detail to differentiate its best practices and operating models on governance structure and protocols (steering committees, meeting type and frequency, etc.), relationship touch-points and checkpoints, service delivery policy/procedures/process descriptions and tools. Be specific about any ready-to-deploy web-based tools, or third party tool provider arrangements and/or alliances that will provide additional value to the management and alignment of the relationship.

### *4.4.8. Customer Service*

The Responder will deliver first-rate customer service through its SHOP Help Desk to all key stakeholders including, employees, dependents, employers, brokers, and navigators. The Responder's customer service capabilities should include technology, staff, policies, and procedures.

The Responder's customer service plan must provide "real time" support by phone, including education and assistance in plan benefits and policies, application assistance, and support in qualifying events and administrative support. The SHOP Help Desk must provide a range of bilingual customer service and printed materials.

### *4.4.9. Training Plan*

The Responder shall partner with the Exchange to develop the appropriate method of delivering the training (i.e., classroom, Web-based, etc.) and associated training materials for SHOP Help Desk. Once the method and materials have been determined, the Responder shall provide a formal training plan to the Exchange. Included within this plan, the Responder should provide action plans for SHOP Help Desk personnel that fail to demonstrate the required skills and knowledge. These action plans will serve as an aid to verify that the SHOP Help Desk personnel skill sets are up-to-date to fulfill the required responsibilities. The Responder should not overlook any training that is required for the SHOP personnel.

### *4.4.10. SHOP Exchange Responder's Value Add Capabilities*

As a separate document, the proposal should describe how the Responder would add value to the described areas. The Responder should describe any unique capabilities it possesses for assisting the Exchange in achieving additional improvements and describe how it will make such capabilities available to the SHOP Exchange. Examples would include Responder's capabilities related to SHOP Exchange tools, knowledge, self service capabilities, telephony options, support of rationalization and transformation activities, and innovation. If the Responder has notable capabilities that fall outside the scope of this RFP, but may have considerable value to the SHOP Exchange, they are encouraged to describe those capabilities in their proposals. Describe how the value-add capabilities could be applied to the SHOP Exchange environment. Please note this document will not be scored.

## 4.5. Level of Fit of the Proposed Solution

Based on the proposed solution, the Responder should complete the two attached Requirements Traceability Matrixes (Appendix B and C) to indicate the proposed solution's level of fit with the State requirements included in Section 3.2: High Level Requirements.

The Responder must respond as either yes ("Y") or no ("N") in the "Responder Comply (Y/N)" column of the attached Requirements Traceability Matrixes. The purpose of the Responder's response is to indicate whether the Responder is compliant with the detailed requirements. If "N" is selected as the response to any of these requirements, the Responder is required to submit a justification and reasoning as to why the requirement is not met under the "Responder Response" column. Additional details can be found in Appendix B & C

| # | Requirement | Requirement Description | Responder Comply (Y/N) | Comments |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

**Figure 1: Requirements Traceability Matrix Template**

## 4.6. Project Timeline

Provide a high-level description of the Responder's envisioned timeline for this project. The timeline should be based on a full project plan and include all of the milestones and deliverables in Section 3.1 Project Timeline.

The Responder should provide a description of the major tasks to be performed, by phase and with associated deliverables, and must utilize the milestones and associated deliverables outlined in this RFP.

The Responder should provide a work plan in MS Project format that details the tasks and activities, durations, dependencies, and resources based on the proposed approach and methodology, which will be executed to create the noted deliverables and roll out the SHOP Exchange.

Please note that the Exchange's expectations around the project duration are outlined in Section 2.1: Scope of Solicitation.

## 4.7. Scope Exclusions

Explicitly list what the Responder considers to be outside of the scope of the project.

## 4.8. Cost/Pricing Proposal

This section describes the Cost Proposal RFP submission requirements for consideration and evaluation. Cost data will not be examined until after the evaluation team has determined that the Responder's proposal is fully compliant with the format and mandatory requirements of this RFP.
The Responder will provide in the cost proposal a firm fixed price for the development, certification, and deployment of all SHOP Exchange components. The fixed price should be representative of the "stand up" cost of the proposed SHOP Exchange solution.

For SHOP Exchange operations costs starting September 1, 2013, the Responder will include a cost proposal at a capitated Per Member Per Month (PMPM) fee for all services, hosting, licensing, operations, maintenance and enhancements of the solution. Note that the PMPM fee should be derived

from estimates using utilization for a target population described in Section 2.2.3: Volumetrics and should account for the Low to High estimates of the small group market enrollee member levels below.

The Exchange expects however that the Responder has the necessary expertise to properly anticipate load and staffing requirements for the SHOP Exchange. Responder services and responsibilities included in the PMPM fee are listed in Appendix B &C: Requirements Traceability Matrixes.

In addition to the pricing methodology requested by the Exchange in this RFP, Responders may submit alternative pricing proposals for consideration. The Exchange reserves the right to select the compensation approach that it believes is in the best interest of the Exchange.

**Cost Proposal Template**

| Fixed Price to Stand Up Proposed Exchange Call Center Solution | |
|---|---|
| *Development, certification, and deployment of all SHOP Exchange components: | $ (fixed price) |

+

| Costs for SHOP Exchange Operations | |
|---|---|
| Section 2.2.3: Volumetrics<br><br>Market Segment: Small Group | Pricing Structure |
| Scenario 1 (Low): 10,000 members | $ / PMPM |
| Scenario 2 (Medium): 20,000 members | $ / PMPM |
| Scenario 3 (High): 30,000 members | $ / PMPM |

*The Fixed Price portion of the cost proposal should include a breakdown of fixed costs in at least the following categories:

- Infrastructure (real property, floor build out, frame and tile/desks/seating, etc.)
- IT (data center development, software licenses, computers, telephones, other equipment, etc.)
- Staff recruiting and initial training
- Other initial fixed stand up costs

The Responder should also include a time and materials hourly rate card for additional services.

**THE EXCHANGE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PART THEREOF.**

## 4.9. Appendices

Appendices E, F, G, H, I, J, K (Terms and Conditions) should be read and filled out completely (where applicable), following any instructions or requirements on each page. These appendices should then be submitted with the responder's proposal. The responder should provide any "red lines" to Appendices E-K as part of its proposal. Please note that any red lines to contract terms will be considered as part of the proposal evaluation.

In addition to the insurance requirements in the standard Terms and Conditions in the Appendix, proof of coverage for the following insurance may be required, in the discretion of the Exchange, before the contract is signed with the awarded vendor:

- Employment practices liability insurance (EPLI)
- Electronic data processing insurance
- Insurance covering claims for damages and civil penalties arising out of loss, theft, improper disclosure or use of protected consumer information under HIPAA, HITECH, the Affordable Care Act and other applicable laws
- Commercial theft insurance (including employee dishonesty)
- Fiduciary or other bonds
- Other types of coverage which are commercially reasonable in light of vendor's duties and services to be rendered under the contract

# 5. *Evaluation Process*

## 5.1 Proposal Evaluation, Scoring and Selection

The Exchange will conduct a comprehensive and objective evaluation of proposals received. The successful Vendor will be selected via a formal evaluation process, established prior to the opening of proposals. The successful Vendor will be selected based on demonstrated competence, experience, and on professional qualifications in administering SHOP Exchange including:

- Responsiveness to the RFP's requirements and instructions
- Demonstrated understanding of key issues of the RFP, the target market(s) for these services, and understanding of the unique environment in which the State Exchange operates
- Adequacy of proposed team to service the account
- Satisfaction of current and prior clients
- Depth and breadth of experience
- Cost

Consideration will be given to the core capabilities and unique services described in the Responder's proposal. The Exchange reserves the right to contact individuals, firms, or other organizations which have relationships with the Responder to gain insight into the professional experience with the Responder.

## 5.2 Evaluation Team

The Exchange will establish an Evaluation Team to review and evaluate submitted RFPs. The Team will be responsible for reviewing, scoring, and ranking all proposals and to recommend Vendor finalists. The Team will be comprised of Exchange staff representing key areas of the Exchange.

## 5.3 Evaluation Process

The following represents the major process steps for proposal evaluation:

- Initial Review
    - Compliance with key content requirements
    - Insight into unique needs of the Exchange SHOP program and the target market served
    - Submission of all required items
- Proposal Review
    - Detailed review of proposals for adherence to key requirements
- Oral Presentations and Site Visits
    - Conduct oral presentations
    - Conduct potential site visits, if applicable
- Final Evaluation
    - Aggregate scores and facilitate final evaluation discussions

### 5.4 Proposal Scoring Methodology

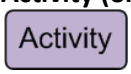
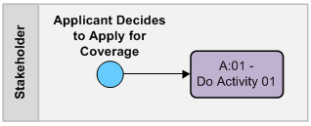
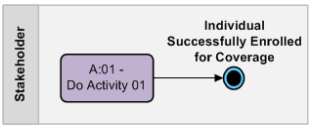
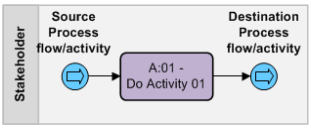
The proposals will be reviewed using the following scoring criteria:

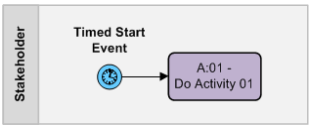
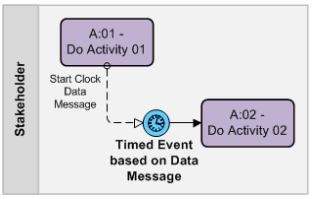
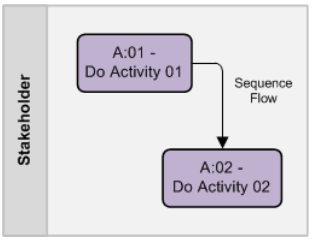
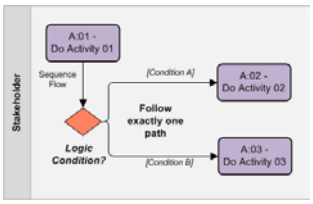
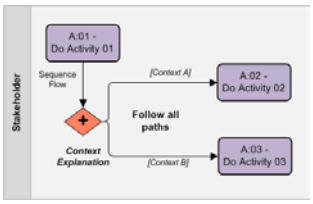
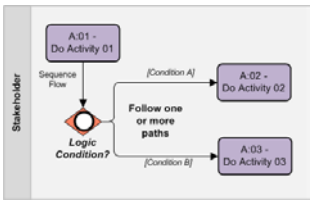
| Category | Possible Points |
|---|---|
| **Organizational Capability** | 10 pts |
| **Approach and Methodology** | 15 pts |
| **Project Timeline** | 10 pts |
| **Level of Fit of the Proposed Solution** | 35 pts |
| **Cost/Pricing Proposal** | 30 pts |
| **TOTAL POINTS** | **100 pts** |

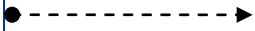
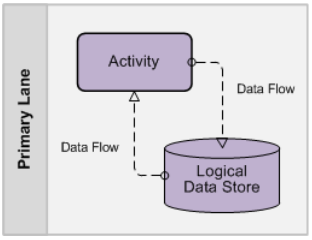
Please note that in addition to the proposal scoring, oral presentations and possible site visits (if conducted) will be scored. The Exchange reserves the right to score additional criteria outside of the written proposal if needed.

# *Appendices*

Appendix A – Business Process Modeling Guidance

| Element | Definition | Blueprinting Practices | Example |
|---|---|---|---|
| **Swimlane**<br> | • Swimlanes assign responsibility to the activities in the process<br>• Swimlanes can be an organization, a role, or a system | • Swimlanes represent stakeholder organizations<br>• The primary swimlane of focus (e.g., the Exchange) is shaded to assist in identification of activities associated with the primary stakeholder in the flow<br>• Swimlanes are ordered to improve readability across process flows | |
| **Activity (or task)**<br>  | • Represents the work to be performed | • Activity names follow a standardized naming convention consisting of a unique ID and descriptive name<br>• Adhere to Verb-Noun pattern for activity names<br>• Activities have only one out going flow<br>• Activities may have multiple incoming flows | |
| **Start Event**<br>Start Event<br> | • Indicates start point for a process | • Label the event that starts the process<br>• E.g., Applicant Decides to Apply for Coverage |  |
| **Termination Event**<br>Termination Event<br> | • Triggers the immediate termination of a process | • Label the event (or state) that terminates the process<br>• E.g., Individual Successfully Enrolled for Coverage |  |
| **Linked Event**<br>Link Event<br> | • Off page connectors to other process flows<br>• | • Embed the source (or destination) process flow name and associated activity ID in the event name |  |

| Element | Definition | Blueprinting Practices | Example |
|---|---|---|---|
| **Timed Event**<br>**Timed Event** | • Cyclic timer events, points in time, or timeouts | • Label the timed event that starts the process<br>• Used in conjunction with data messages to start a timed event based on a pre-condition set in another activity |  <br>  |
| **Sequence flow**<br>**Sequence Flow** | • Defines the execution order of activities | • List information items on sequence flows, where appropriate (note that this is a short hand representation for data flows) |  |
| **Exclusive Gateway**<br>***Exclusive Gateway***<br>*or* | • When splitting, exactly (only) one outgoing branch is triggered<br>• When merging, one incoming branch must complete before triggering the outgoing flow | • Splitting is frequently used<br>• Label the logic statement and the condition<br>• *Italicize* and **bold** logic statement on the gateway<br>• *[Italicize]* condition on the flow and embed in brackets |  |
| **Parallel Gateway**<br>***Parallel Gateway*** | • When splitting, all outgoing branches are activated simultaneously<br>• When merging, all incoming branches must complete before triggering the outgoing flow | • Clearly label the gateway and flows with the context<br>• *Italicize* and **bold** context on the gateway<br>• [*Italicize*] context on the flow and embed in brackets |  |
| **Inclusive Gateway**<br>***Inclusive Gateway*** | • When splitting, one or more branches are activated<br>• When merging, all active incoming branches must complete before merging | • Clearly label the logic statement and the condition<br>• *Italicize* and **bold** context on the gateway<br>• [*Italicize*] context on the flow and embed in brackets |  |

| Element | Definition | Blueprinting Practices | Example |
|---|---|---|---|
| **Logical data store**<br> | • Place where the process can retrieve or store data beyond the lifetime of the process instance | • Logical data stores should be coarse grained and contain only related conceptual data entity types<br>• Append the suffix “DS” (Data Store) to the data store name to distinguish it from data flows that may have similar or identical names<br>• Include the ID for the activity that created information when labeling the information on a Retrieve flow line from a data store<br>• For readability, show data store connections where it makes the most sense in the process (not necessarily all activities) | |
| **Data (or message) flow**<br>**Data Flow**<br>  | • Defines the information flow | • Show data flow between activities and logical data stores<br>• Show data flow between two activities to improve readability within a flow<br>• Alternatively, data items may be represented on sequence flows (short hand notation) |  |

# Appendix A – Business Process Models

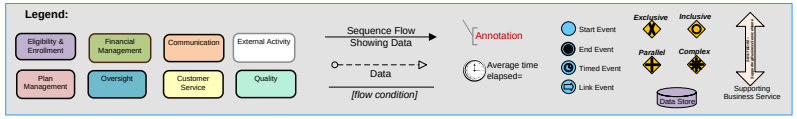
***End-to-End Process Flow***

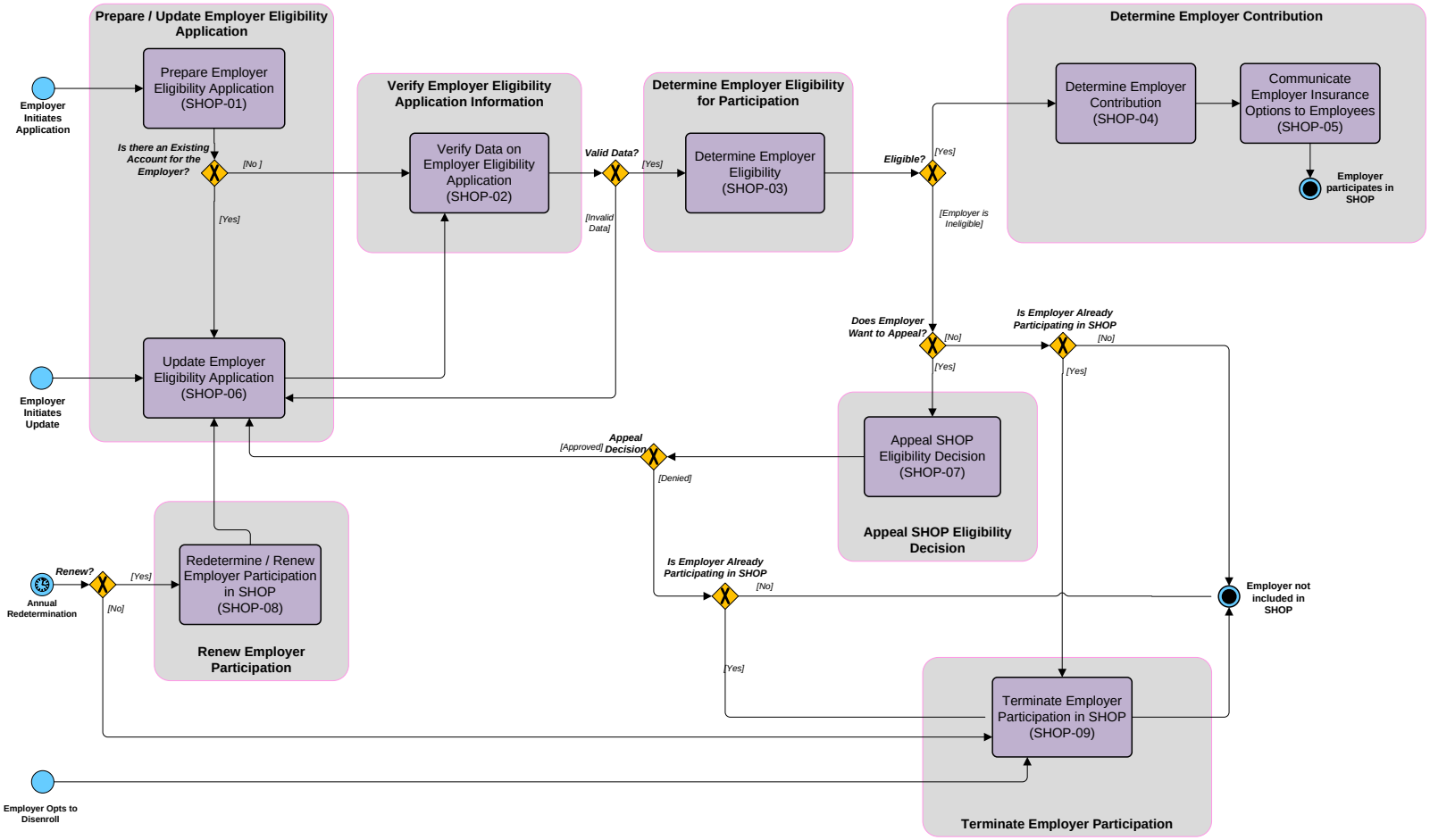
***Eligibility & Enrollment BP-SHOP - Employer***

**Synopsis**

This is the high level, end to end process flow for employer involvement in the SHOP. It accommodates application preparation, validation and determination of eligibility, the selection of plan offerings as well as the determination of employer contributions. It also depicts the ability of employer's to appeal eligibility determinations, renew their coverage and terminate their participation.

**Notes**

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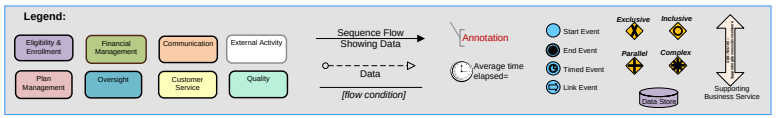
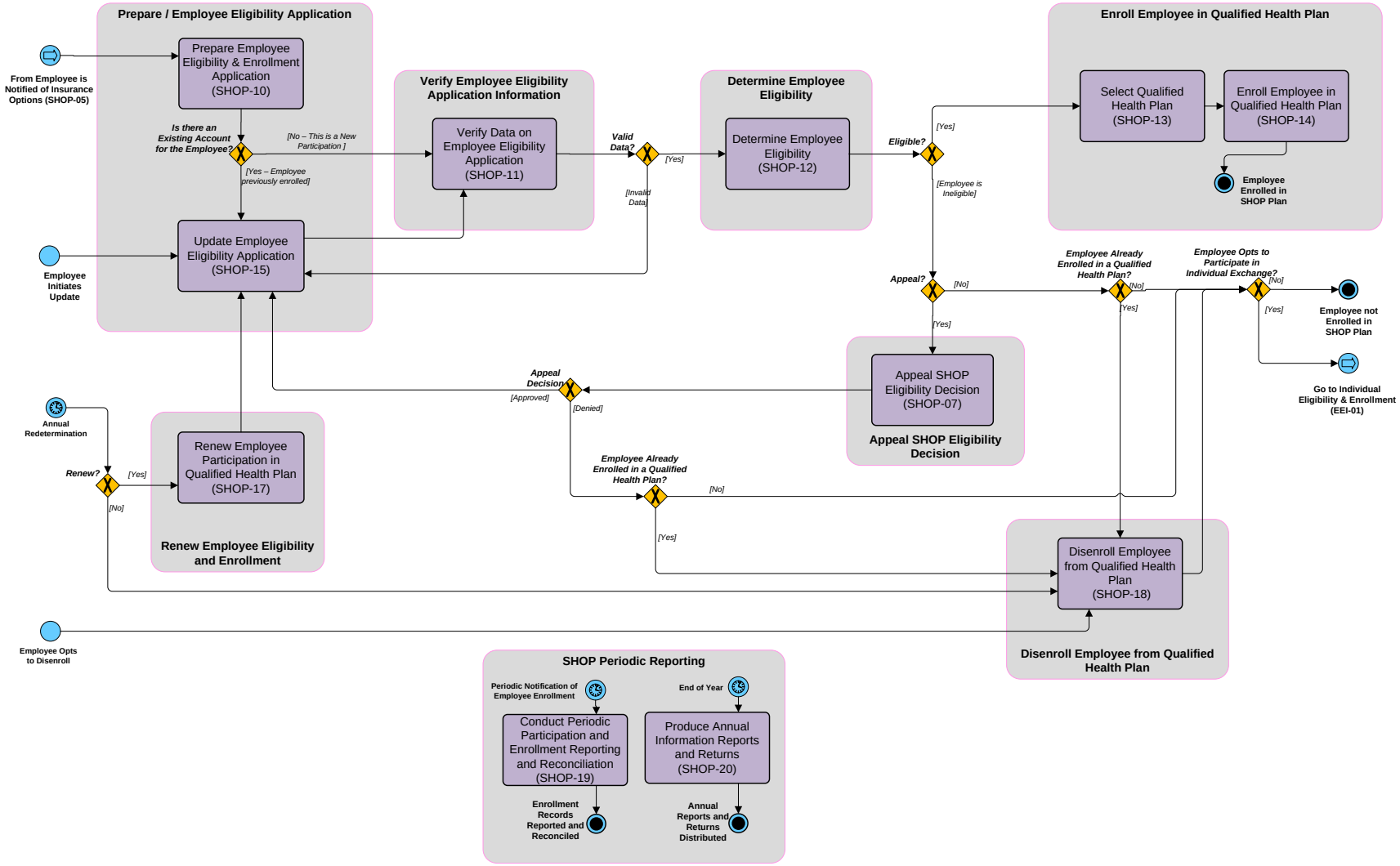
*End-to-End Process Flow*

***Eligibility & Enrollment***
***BP-SHOP - Employee***

**Synopsis**

This is the high level, end-to-end process flow for employee participation in the SHOP. It accommodates application preparation, validation, and determination of eligibility, allowing an employee to select a QHP and enroll in it through the SHOP. It also depicts an employee's ability to appeal eligibility determinations, renew their coverage, and terminate their coverage.

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*Eligibility & Enrollment – SHOP Employer*

## *Prepare Employer Eligibility Application*

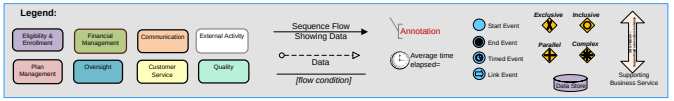
***BP-SHOP-01***

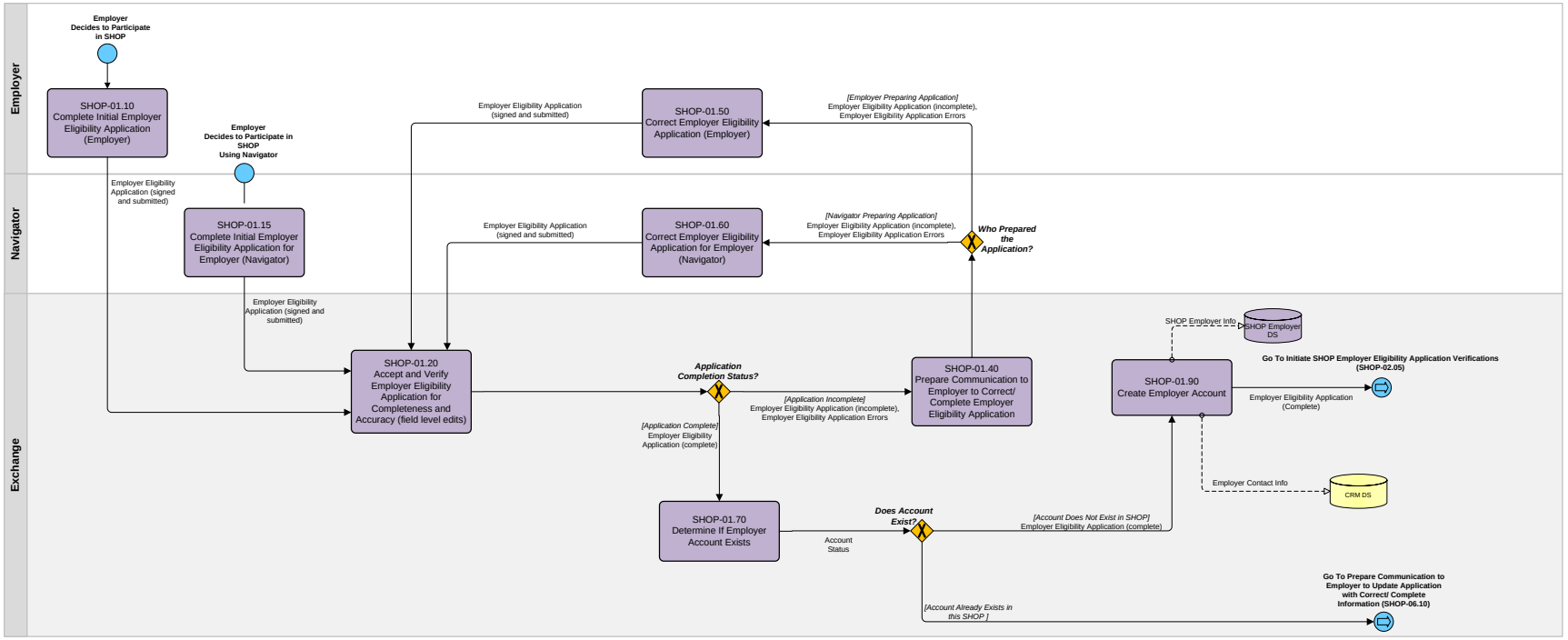
**Synopsis**

This process is performed to collect from an employer the information necessary to determine its eligibility for participation in the SHOP. The result of this process is a completed application and creation of an Employer SHOP Account.

**Notes**

1. Data collected on application to include: Employer Name, Employer EIN, Address, number of Employees, a roster of Employees,and an Attestation that all Full Time Employees are being offered coverage.
2. Employee Roster to include: Name, DOB, SSN, Work Address, Date of Effective Coverage, Enrollment Period, and optionally an eMail address for each employee so the SHOP can send insurance options directly to the Employee.

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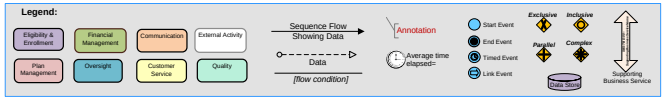
*Eligibility & Enrollment – SHOP Employer*

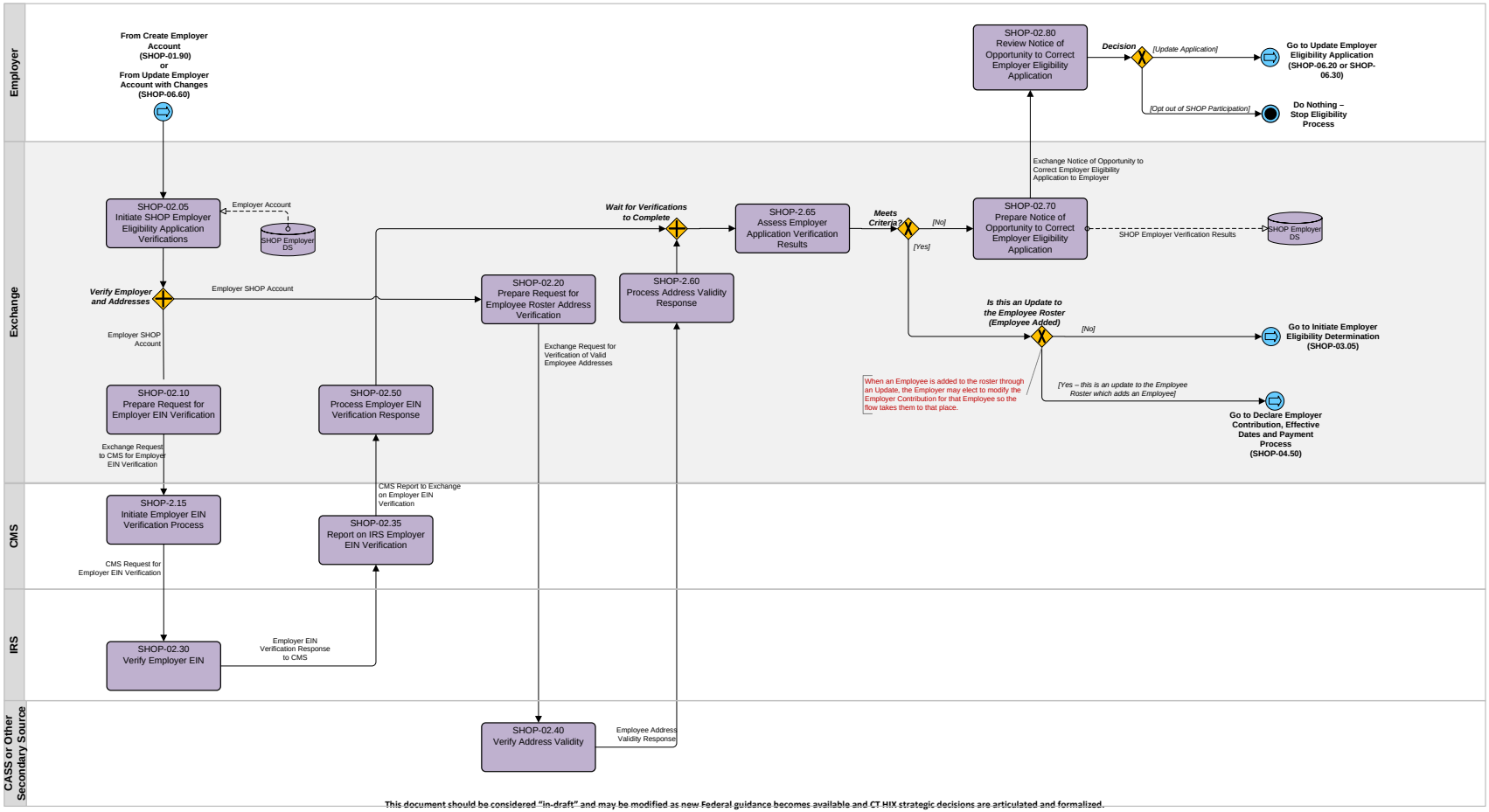
***Verify Data on Employer Eligibility Application***
***BP-SHOP-02***

**Synopsis**

This process is performed to verify the accuracy of the information provided in the employer's application. In the event that the data is not accurate, correction of the employer's application data is required to proceed.

**Notes**

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*Eligibility & Enrollment – SHOP Employer*

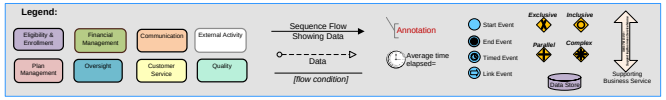
## *Determine Employer Eligibility*

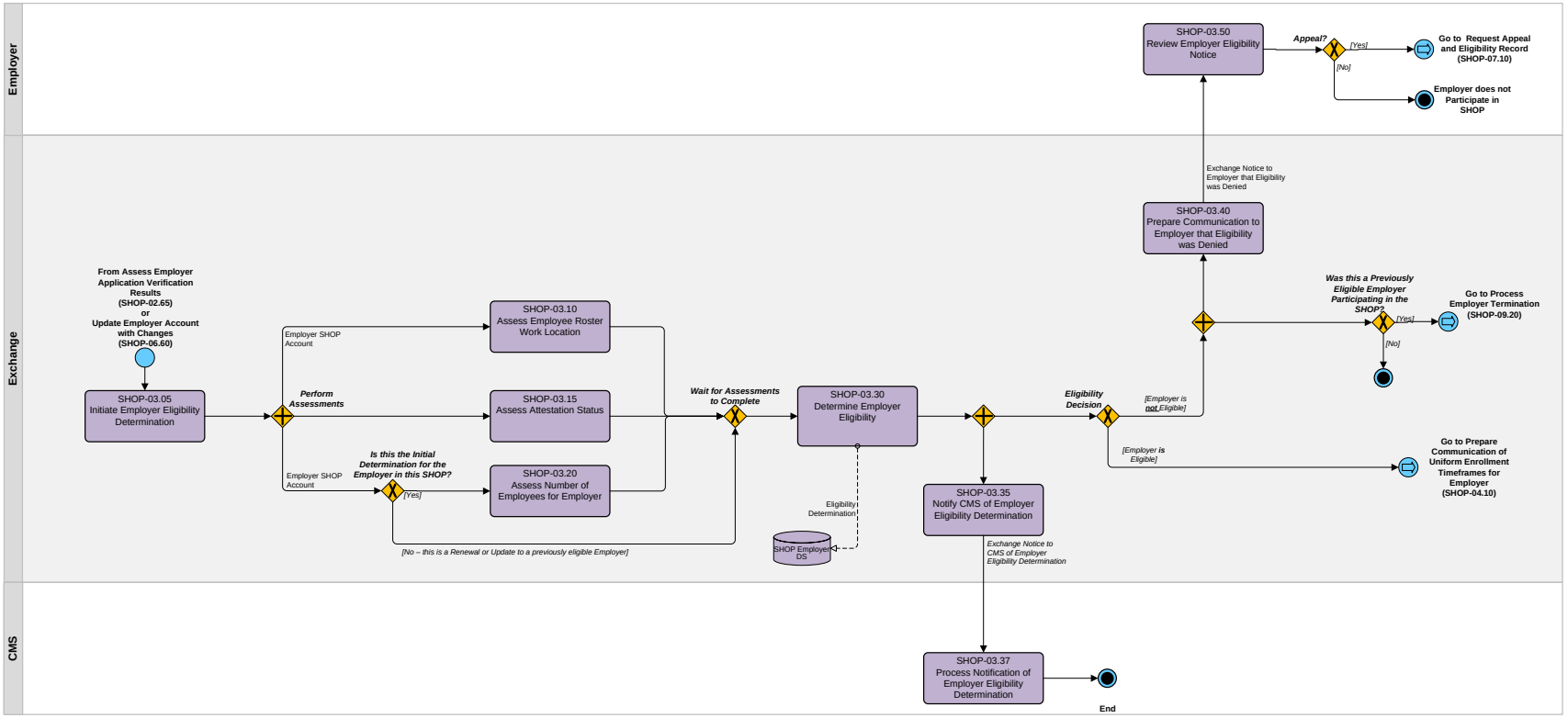
***BP-SHOP-03***

**Synopsis**

This process is performed to determine an employer's eligibility to participate in the SHOP. Initial Employer Eligibility determination is dependent on three criteria: (1) employee work location must be in the SHOP service area; (2) the number of employees for the Employer must be in the specified range; and (3) the employer must attest to offering coverage to all of its full-time employees. Renewals and subsequent changes to the employer account do not need to satisfy the second criterion after the initial eligibility determination.

**Notes**

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*Eligibility & Enrollment – SHOP Employer*

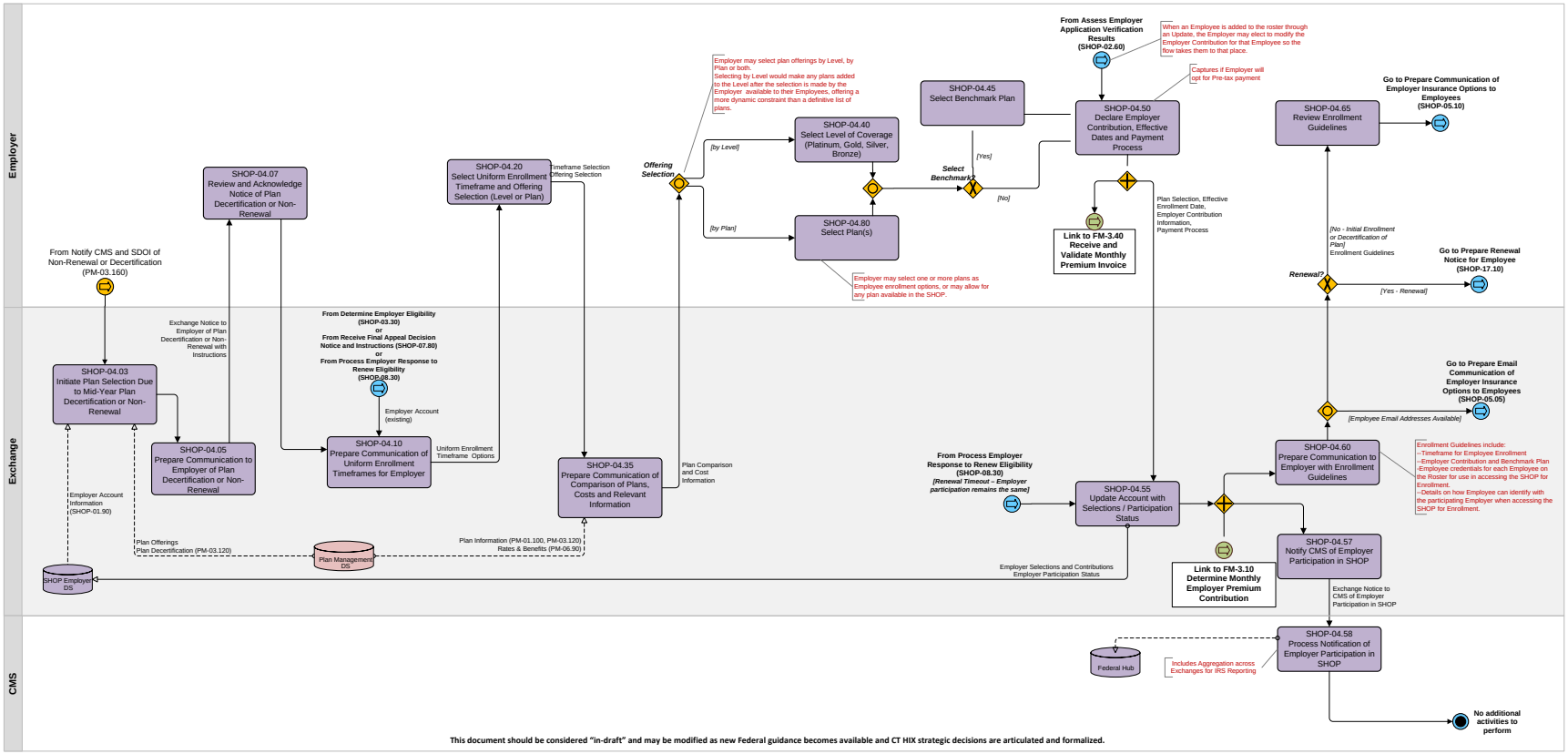
***Determine Employer Contribution***
***BP-SHOP-04***

**Synopsis**

This process is performed to allow the employer to select the plan or level of coverage it will offer to its employees and define its contribution towards the cost of coverage, and to finalize its participation in the SHOP. The employer may also select options regarding payment process.

**Notes**

1. Allowance of the Benchmark option is determined by the Exchange.
2. Exchange may determine if Employer may constrain offering selection options [Plans/ Level]

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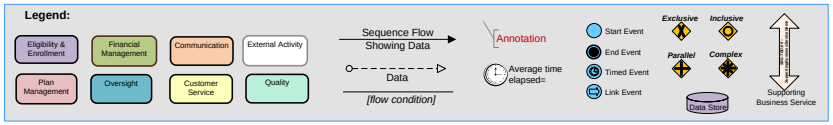
*Eligibility & Enrollment – SHOP Employer*

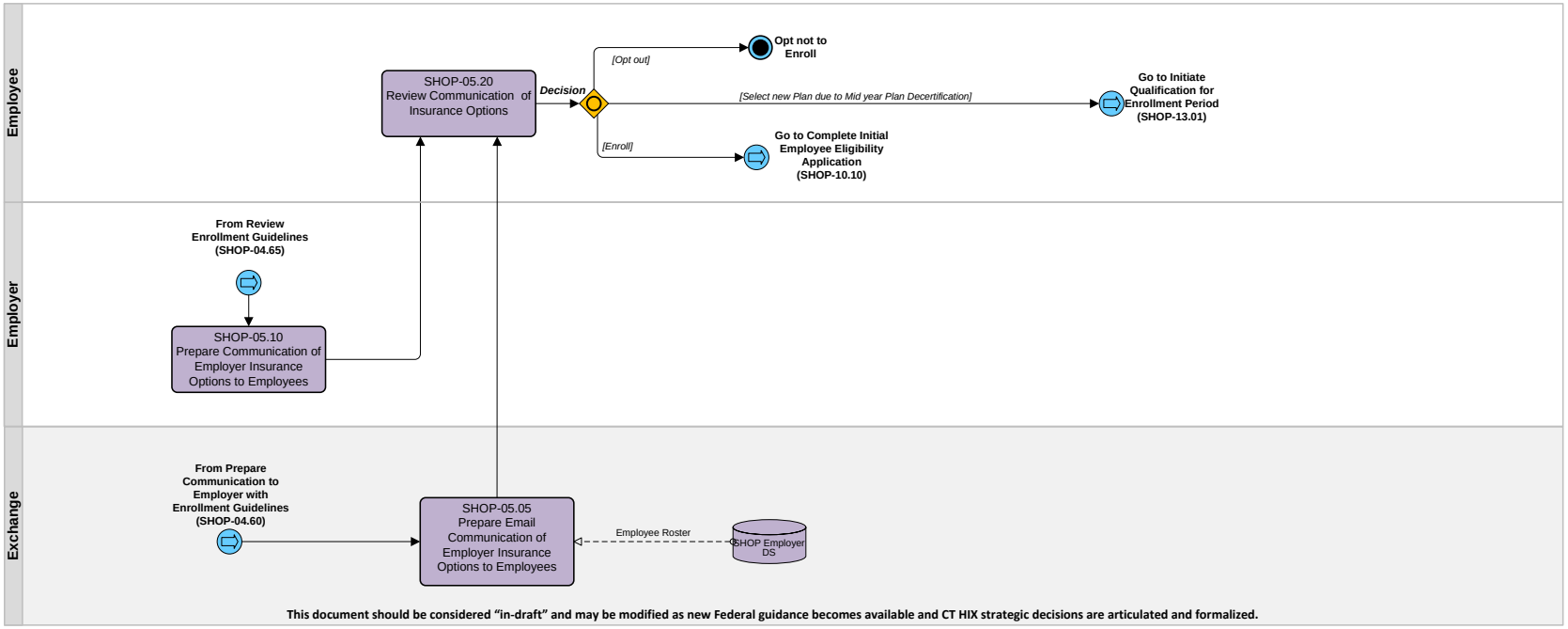
## *Communicate Employer Insurance Options to Employees*

***BP-SHOP-05***

**Synopsis**

This process if performed to inform the employees of their employer's participation in the SHOP and to provide information necessary for their enrollment to the employees.




**This document should be considered "in-draft" and may be modified as new Federal guidance becomes available and CT HIX strategic decisions are articulated and formalized.**

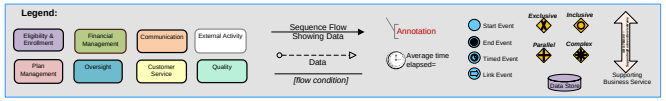
*Eligibility & Enrollment – SHOP Employer*

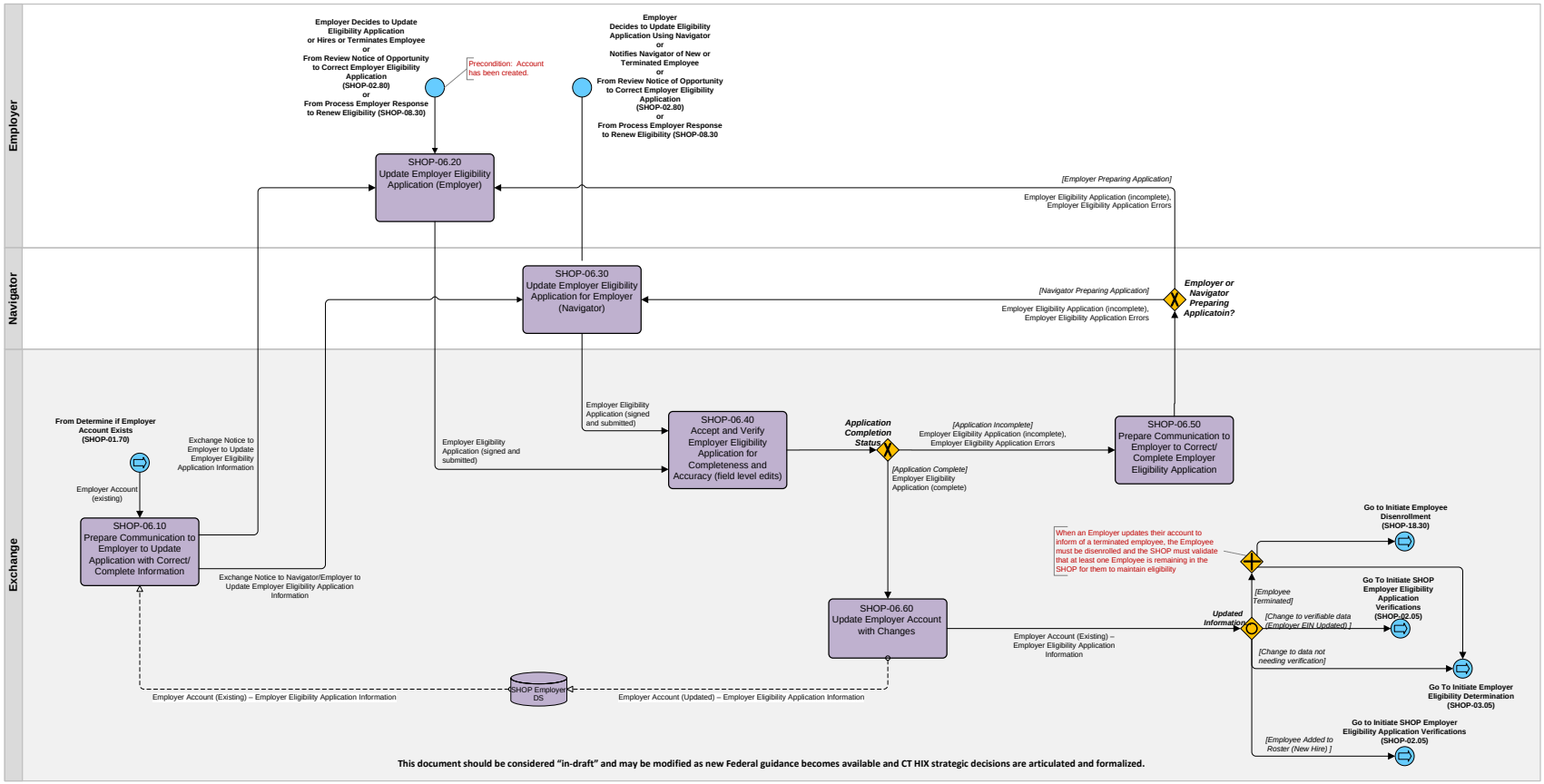
***Update Employer Eligibility Application***
***BP-SHOP-06***

**Synopsis**

This process is performed to collect updated information for use in completing, revising, or renewing an employer's application for SHOP participation.

**Notes**



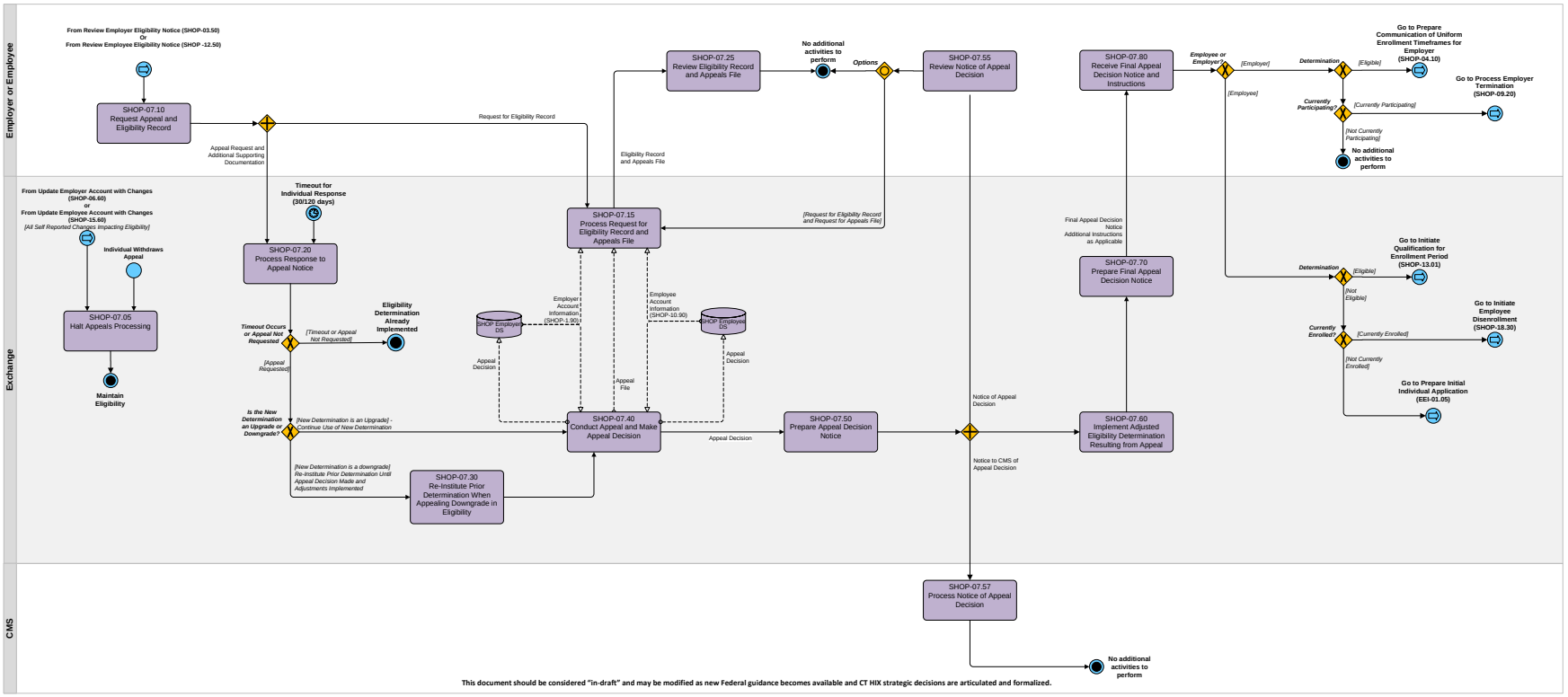
***Eligibility & Enrollment – SHOP Employer/Employee***

***Appeal SHOP Eligibility Decision***
***BP-SHOP-07***

**Synopsis**

This process is performed to appeal an employer's eligibility decision in the SHOP. This process includes providing notices, receiving appeal requests, adjudicating appeals, and implementing appeal decisions.

**Notes**

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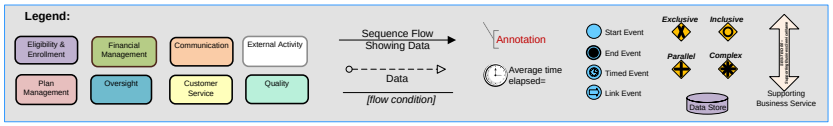
*Eligibility & Enrollment – SHOP Employer*

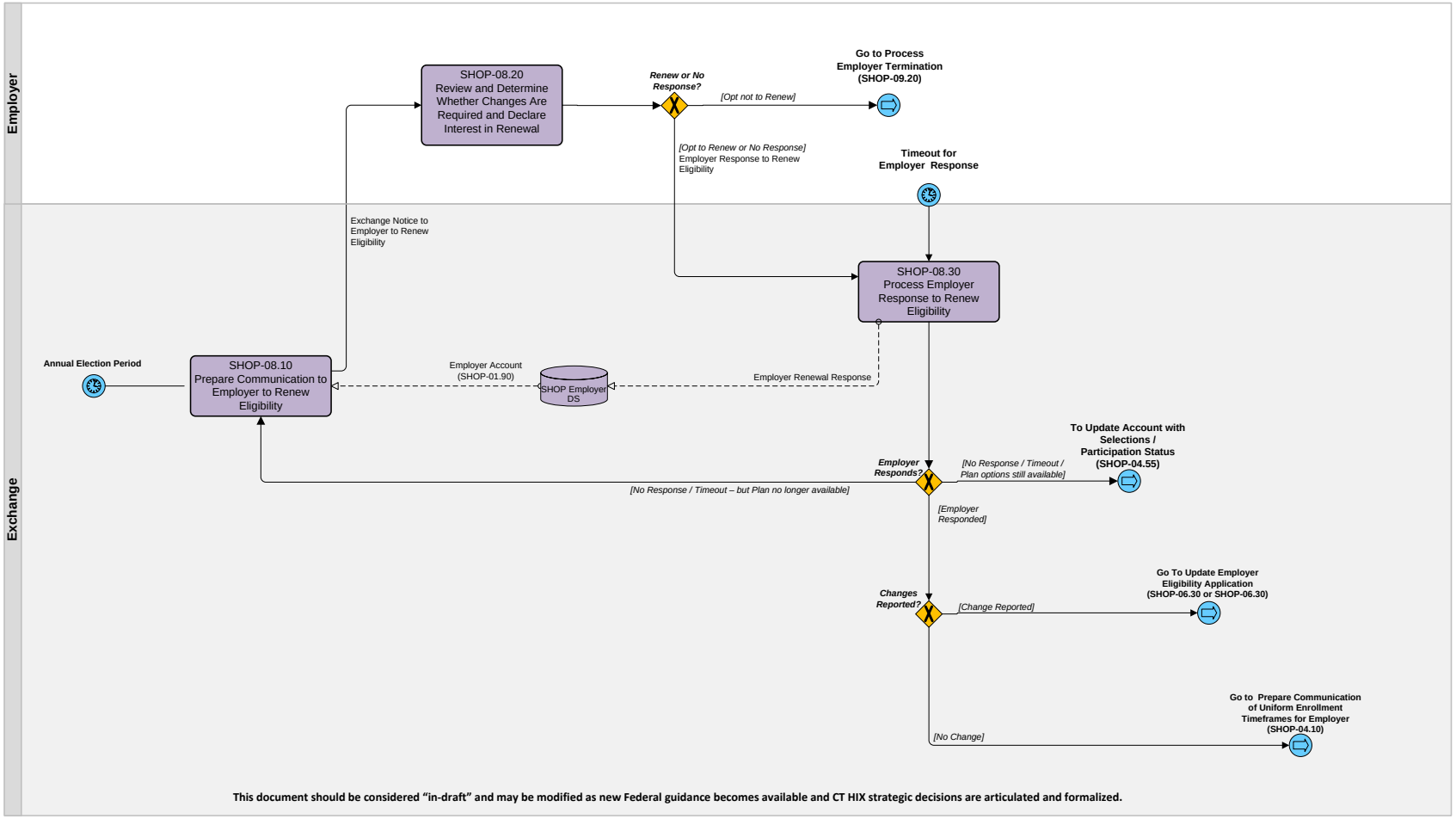
## *Redetermine / Renew Employer Participation in SHOP*

***BP-SHOP-08***

**Synopsis**

This process is performed annually by the SHOP to re-determine an employer's eligibility for the SHOP and renew their participation in the SHOP.



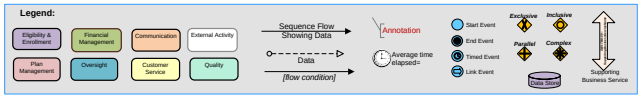
*Eligibility & Enrollment – SHHOP Employer*

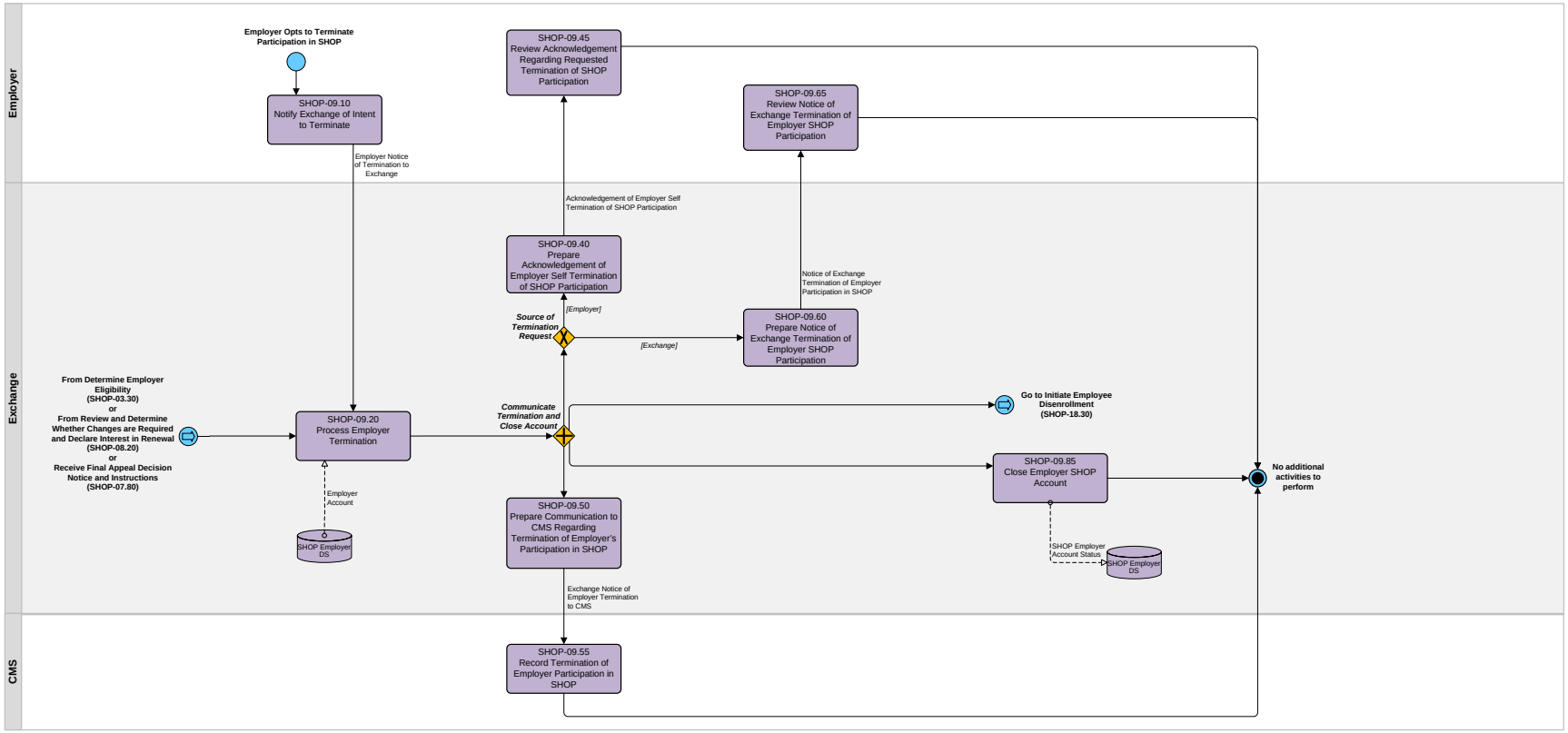
***Terminate Employer Participation in SHOP***
***BP-SHOP-09***

**Synopsis**

This process is performed to terminate an employer's participation in the SHOP. This process allows for notification of involved parties, including employees and triggers the termination of the employees' coverage through the SHOP.

**Notes**

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*Eligibility & Enrollment – SHOP Employee*

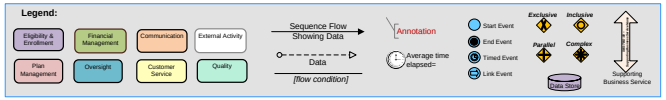
***Prepare Employee Eligibility Application***
***BP-SHOP-10***

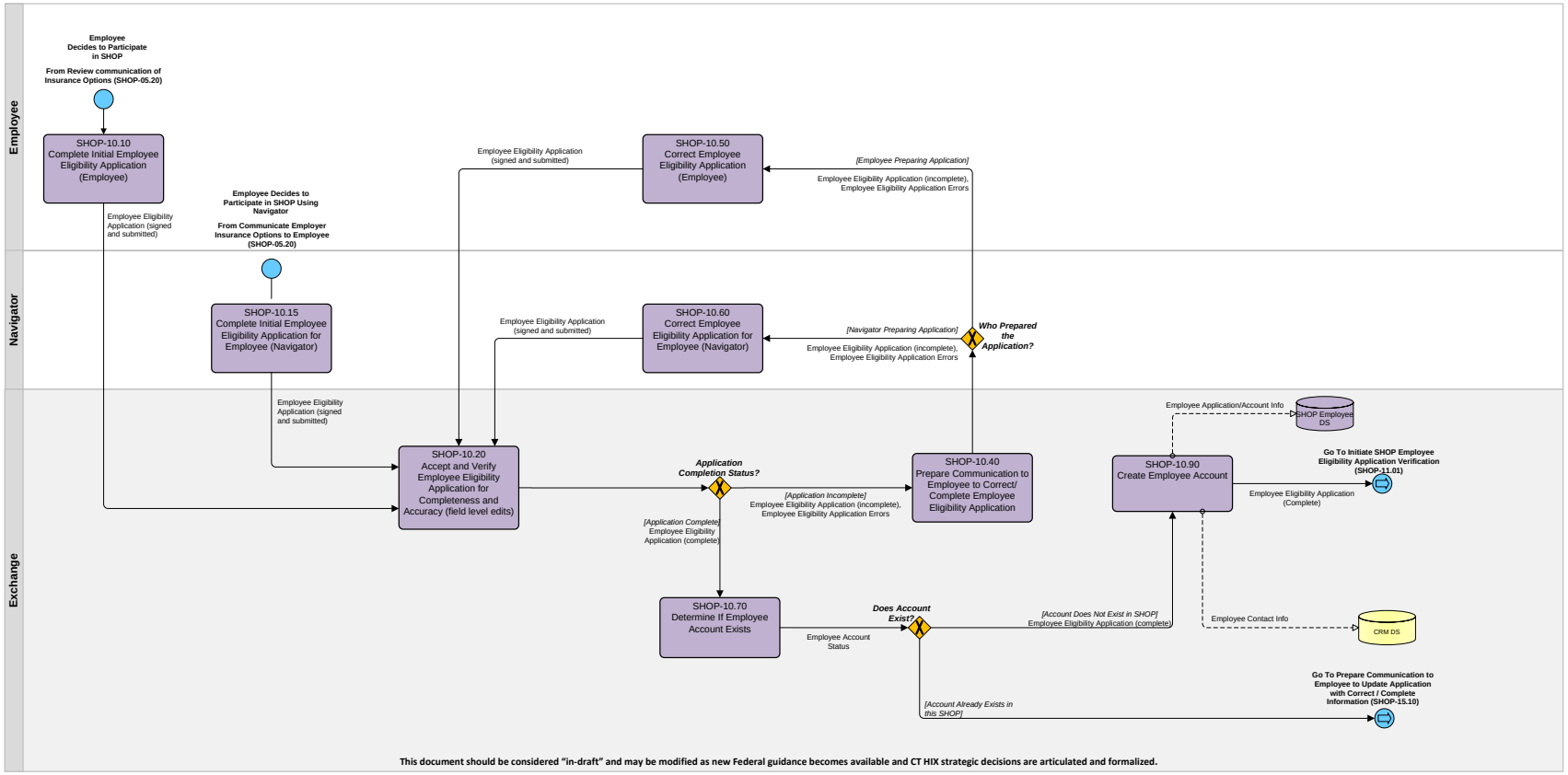
**Synopsis**

This process is performed to collect from an employee the information necessary to determine the employee's eligibility for participation in the SHOP and guide them through the enrollment process.

**Notes**

1. Data collected on application to include: Employee Name, DOB, SSN, Tobacco Use, Employee Address, and Code provided by Employee to identify as an Employee of a participating Employee.

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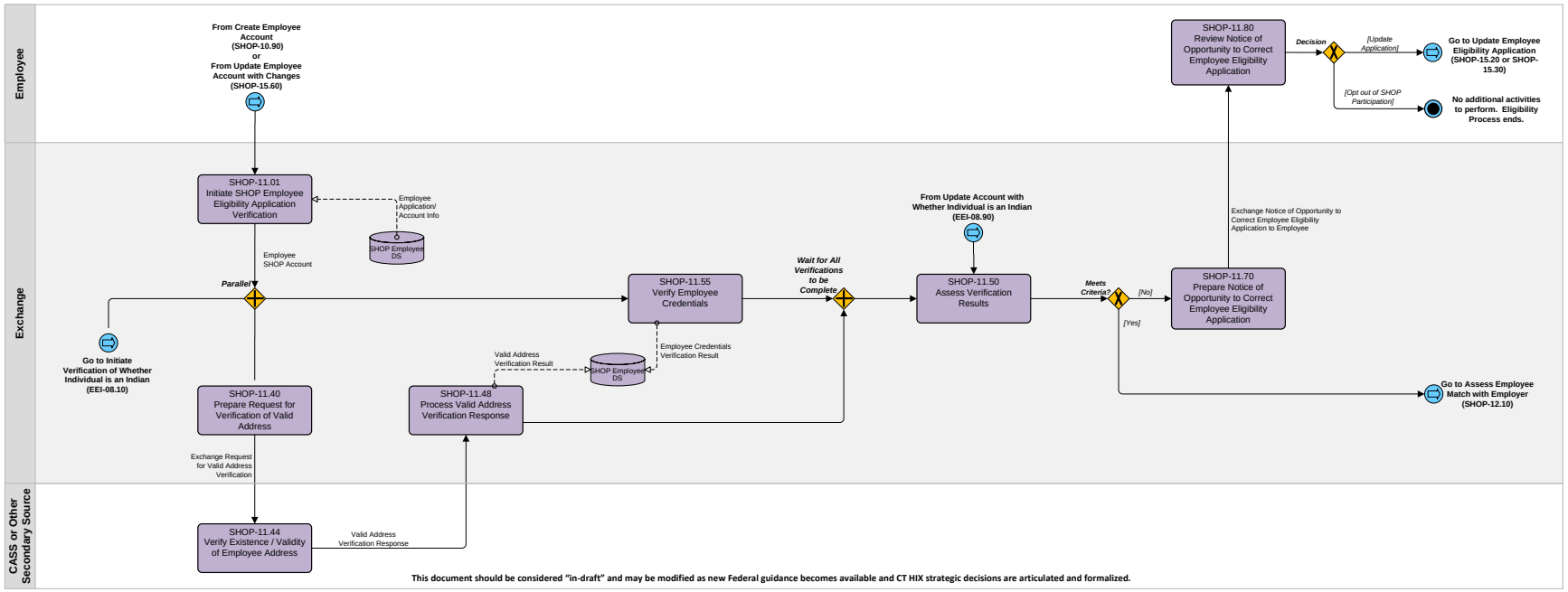
*Eligibility & Enrollment – SHOP Employee*

***Verify Data on Employee Eligibility Application***
***BP-SHOP-11***

**Synopsis**

This process is process is performed to verify the accuracy of the information provided in the employee's application. In the event that the data is not accurate, correction of employee application data is required to proceed.

**Notes**

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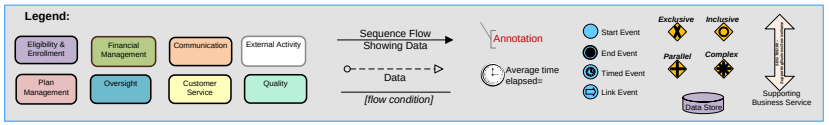
*Eligibility & Enrollment – SHOP Employee*

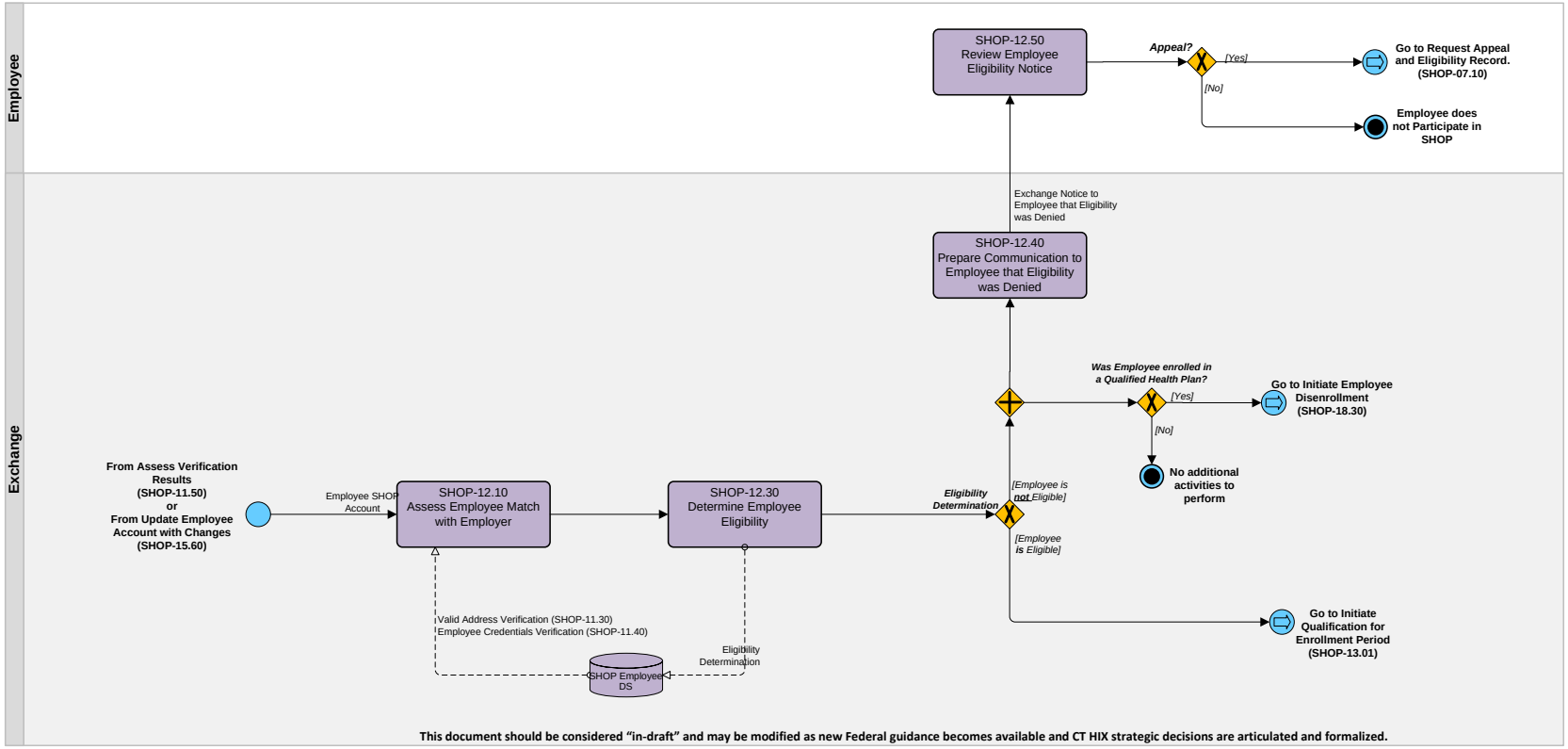
## *Determine Employee Eligibility*

***BP-SHOP-12***

**Synopsis**

This process is performed to determine an employee's eligibility to participate in the SHOP. Initial employee eligibility determinations are dependent on the employee being identified by the SHOP as an employee of a qualified employer. At the time of employer eligibility, and at any time as an update, the employer provides a list of employees who are to be found eligible. The employer is given a credential to pass on to each employee which will allow the SHOP to recognize them.

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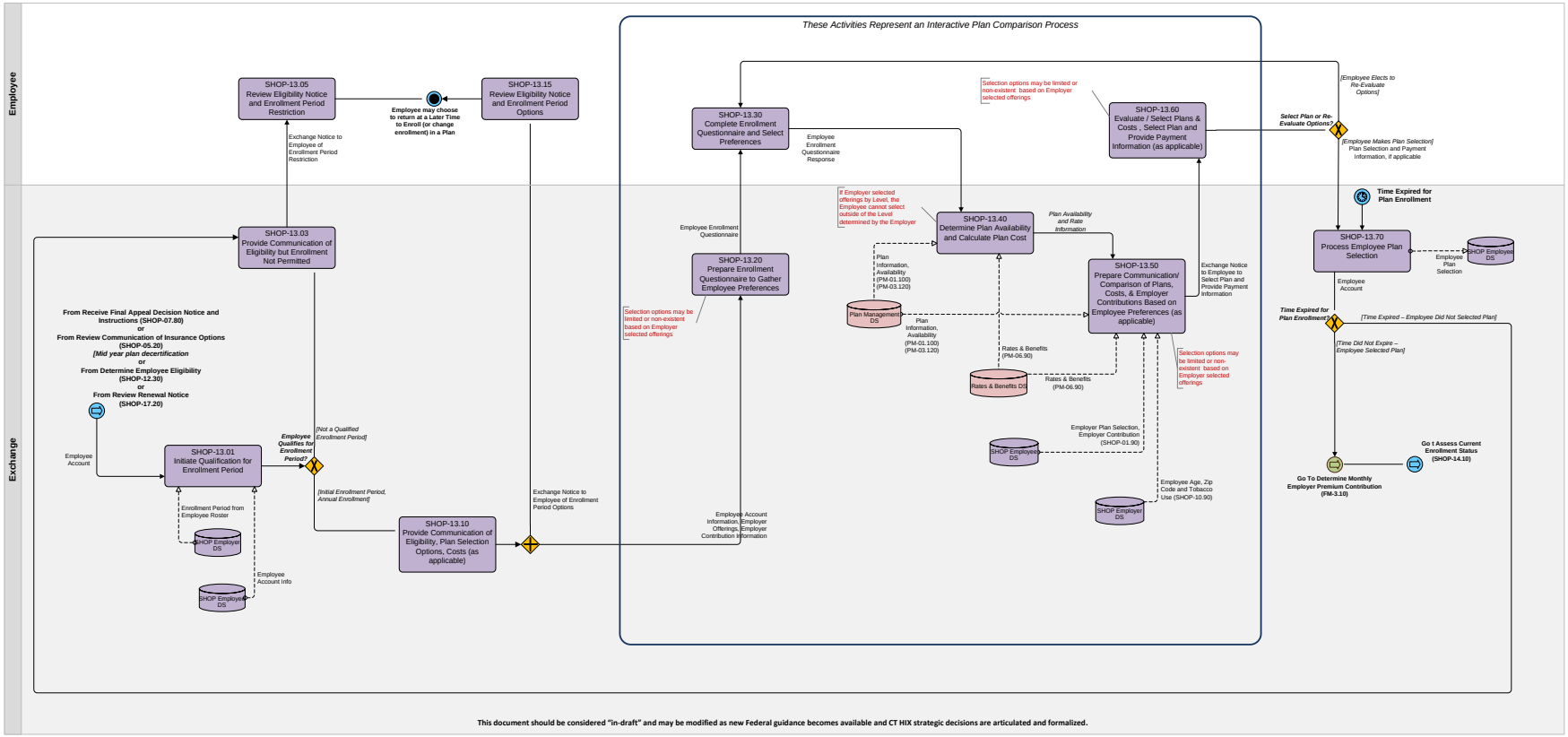
*Eligibility & Enrollment – SHOP Employee*

***Select Qualified Health Plan***
***BP-SHOP-13***

**Synopsis**

This process is performed to allow an employee to select a QHP. This involves assessing whether the employee is eligible for an enrollment period, and if so, generates plan choice information that is customized to the individual's eligibility and personal preferences in accordance with the Employer's offerings. The outcome of this process is an informed plan selection by an individual that is then processed by the SHOP in BP-SHOP-14.

**Notes**

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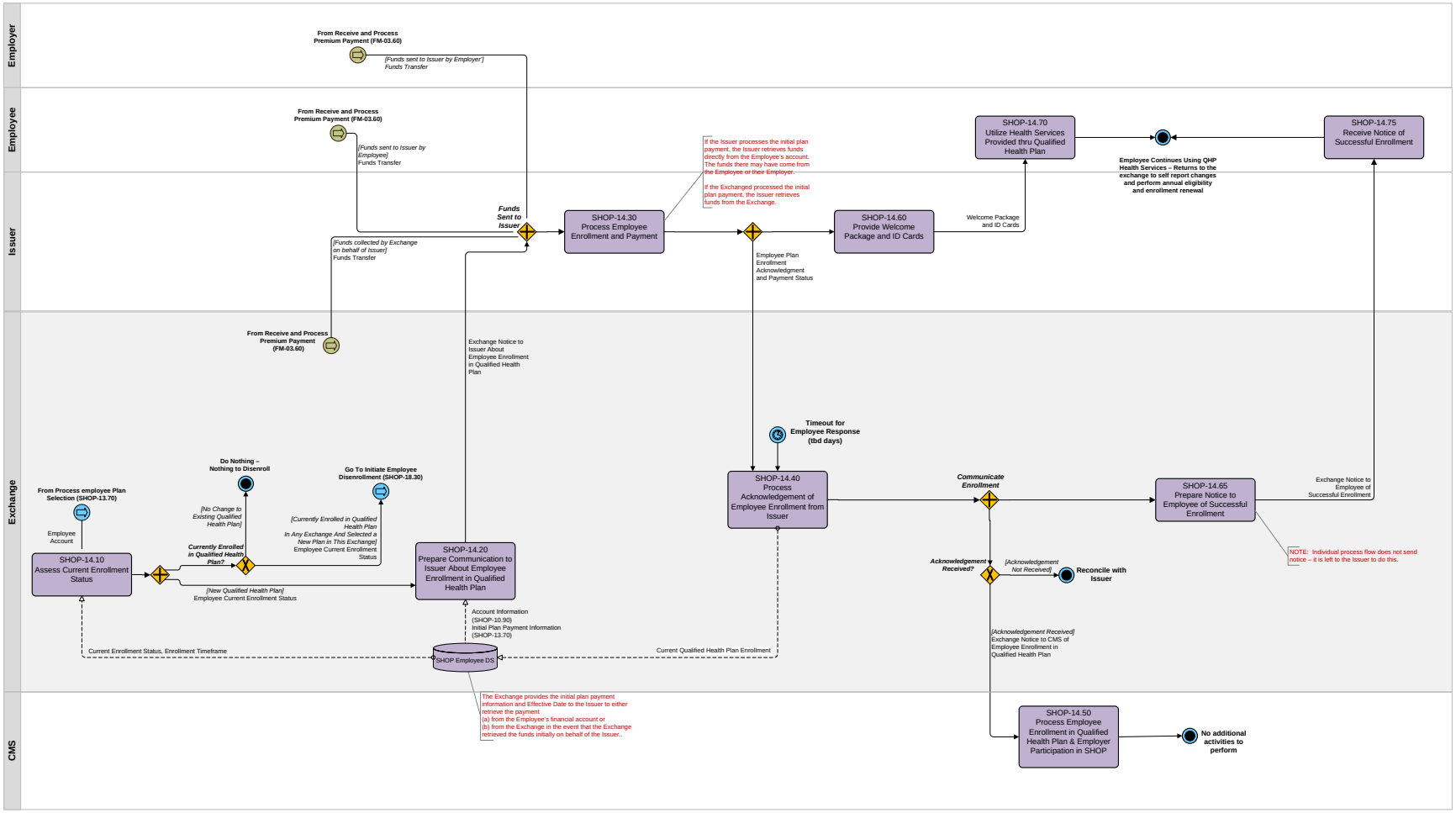
*Eligibility & Enrollment – SHOP Employee*

***Enroll Employee in Qualified Health Plan***
***BP-SHOP-14***

**Synopsis**

This process is performed to handle the employee's enrollment in a QHP after the employee has selected a QHP in SHOP-13. This involves determining whether the employee is already enrolled in another QHP (in which case this process triggers SHOP-18 - Disenrollment), as well as notifying the selected QHP, and processing the QHP's response to the SHOP's enrollment transaction.

**Notes**

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*Eligibility & Enrollment – SHOP Employee*

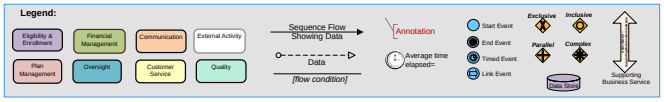
## *Update Employee Eligibility Application*

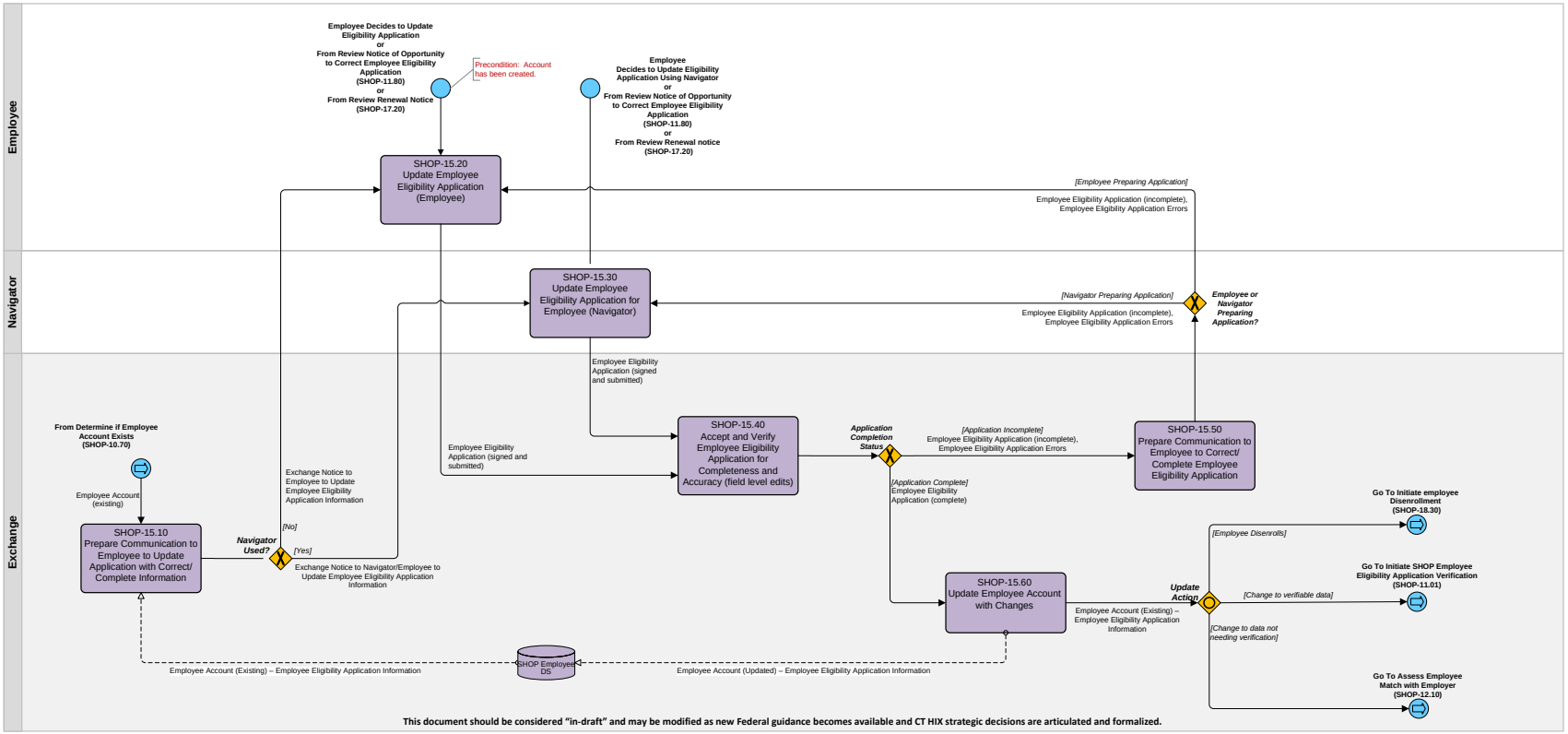
***BP-SHOP-15***

**Synopsis**

This process is performed to collect updated information for use in completing, revising or renewing an employee's application for SHOP participation.

**Notes**

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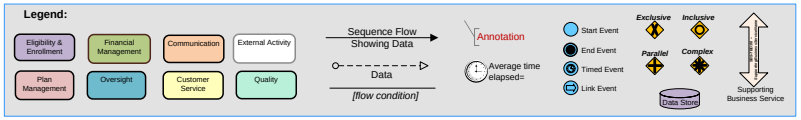
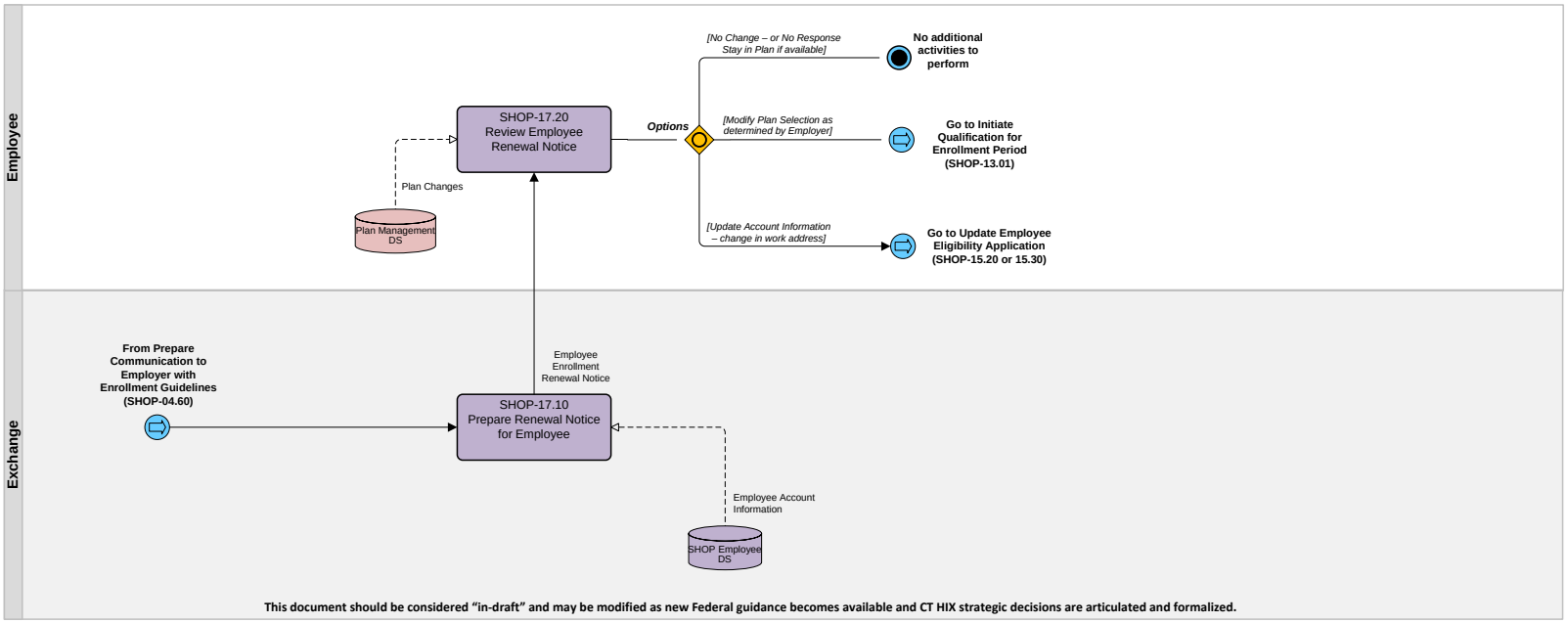
*Eligibility & Enrollment – SHOP Employee*

## *Renew Employee Enrollment in Qualified Health Plan BP-SHOP-17*

**Synopsis**

This process is performed to renew an employee's enrollment in a QHP. Such renewal is dependent upon the employer maintain eligibility for participation in the SHOP and informed by any changes in the employer's offering plan offerings or contribution level.

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*Eligibility & Enrollment – SHOP Employee*

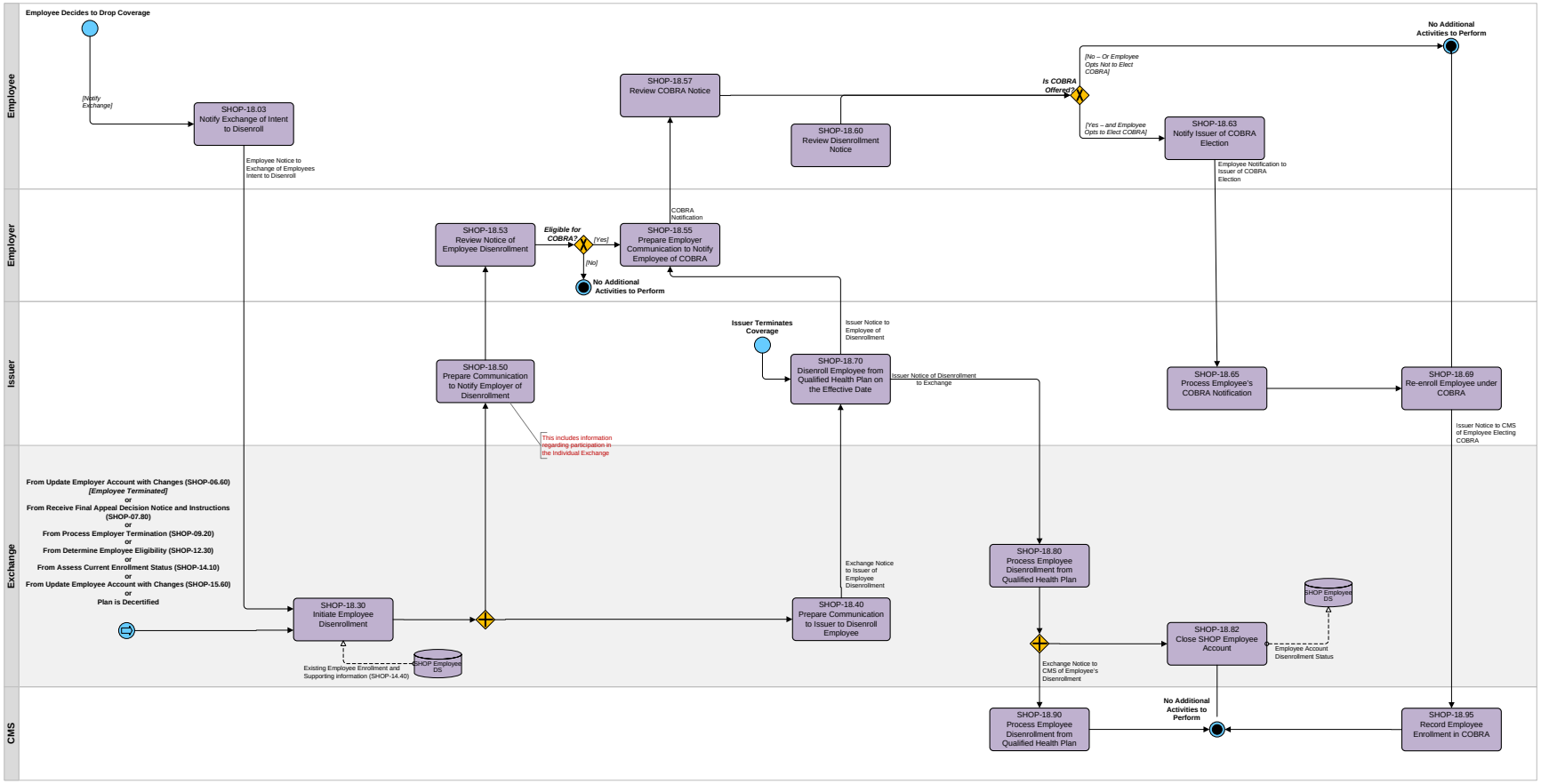
***Disenroll Employee from Qualified Health Plan***
***BP-SHOP-18***

**Synopsis**

This process is performed to terminate an employee's coverage through the SHOP. This process may be triggered by the employer, an employee's desire to terminate coverage (under certain circumstances) and by the employee's enrollment in a different QHP.

**Notes**

1. If an Employee Quits working for an Employer, this is handled by an Update from the Employer to the Employee Roster. The Employee does not need to contact the Exchange to notify of self termination.

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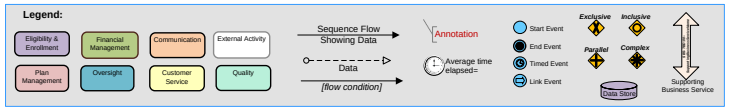
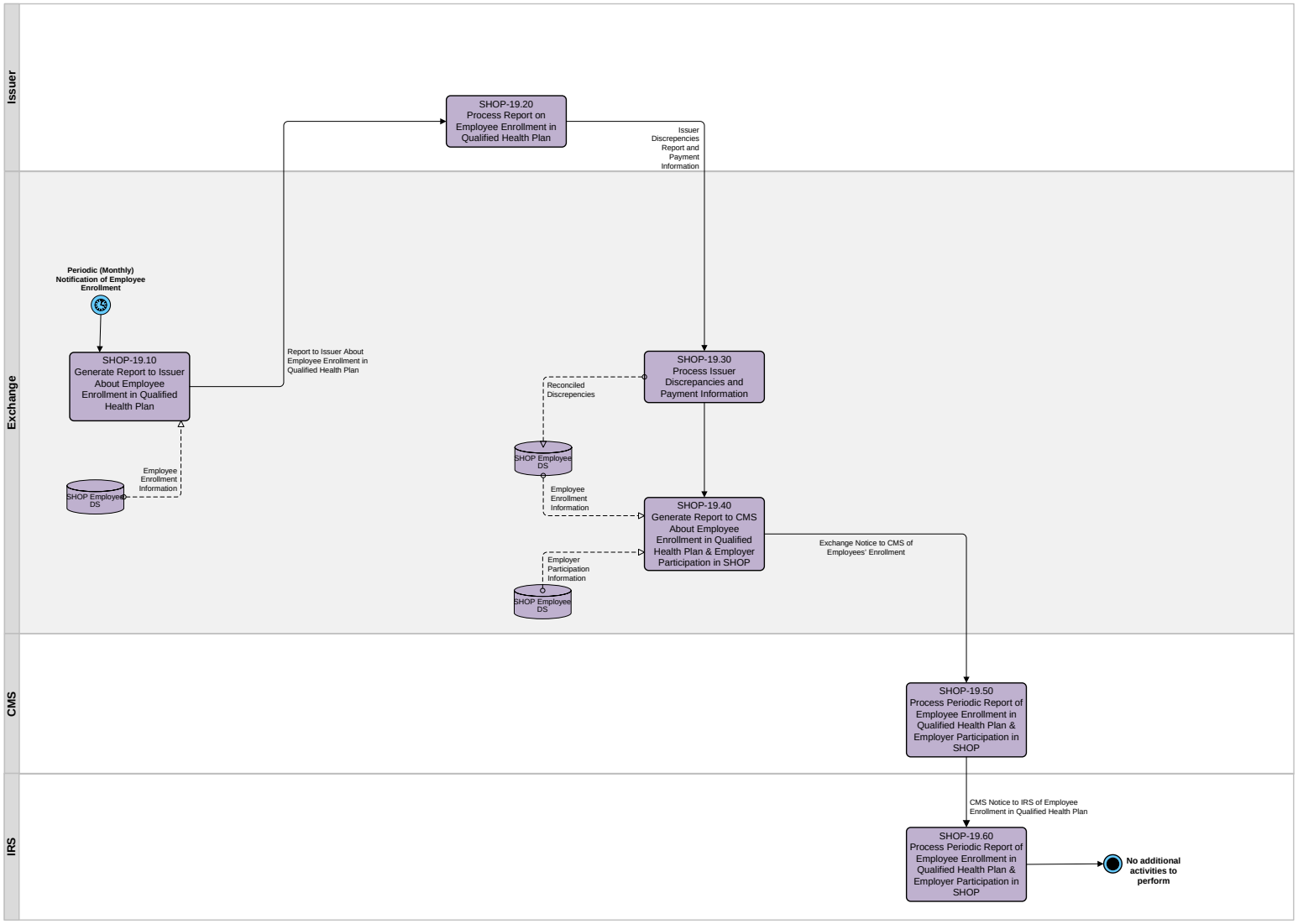
*Eligibility & Enrollment – SHOP Employer & Employee*

***Conduct Periodic Participation & Enrollment Reporting and Reconciliation***
***BP-SHOP-19***

**Synopsis**

This process is performed periodically by the SHOP to report employee enrollment information to QHPs, to reconcile information and for oversight reporting purposes to HHS.

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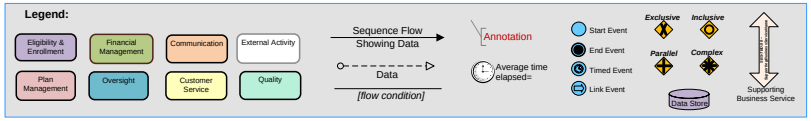
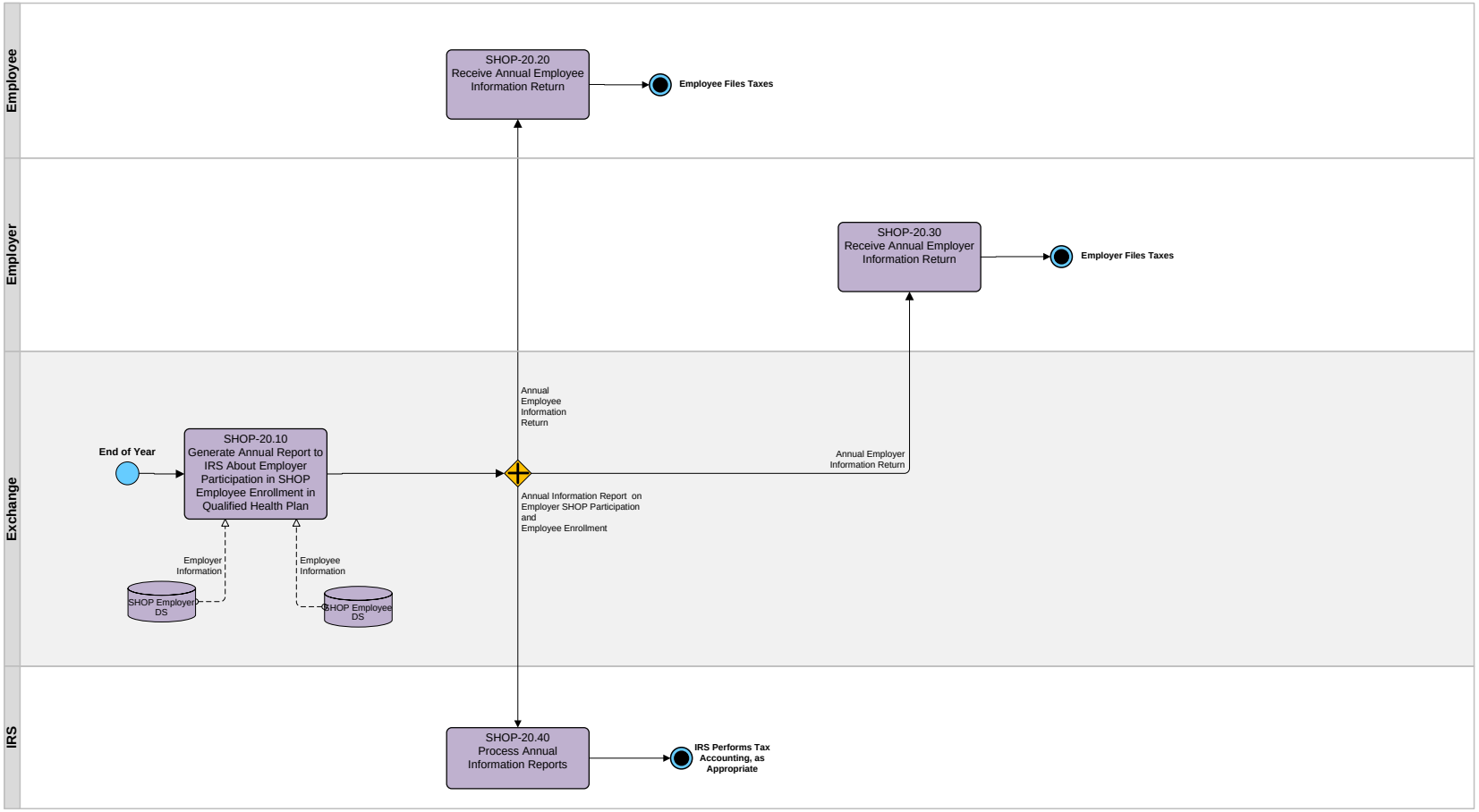
*Eligibility & Enrollment – SHOP Employer & Employee*

***Produce Annual Information Reports and Returns***
***BP-SHOP-20***

**Synopsis**

This process is performed annually to provide information returns to the IRS for use in tax administration. These reports include information about employer and employee participation and enrollment for the calendar year.

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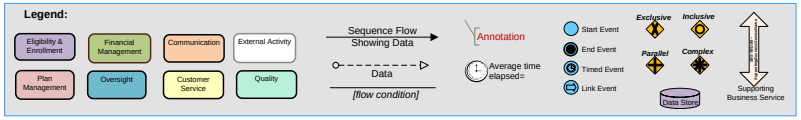
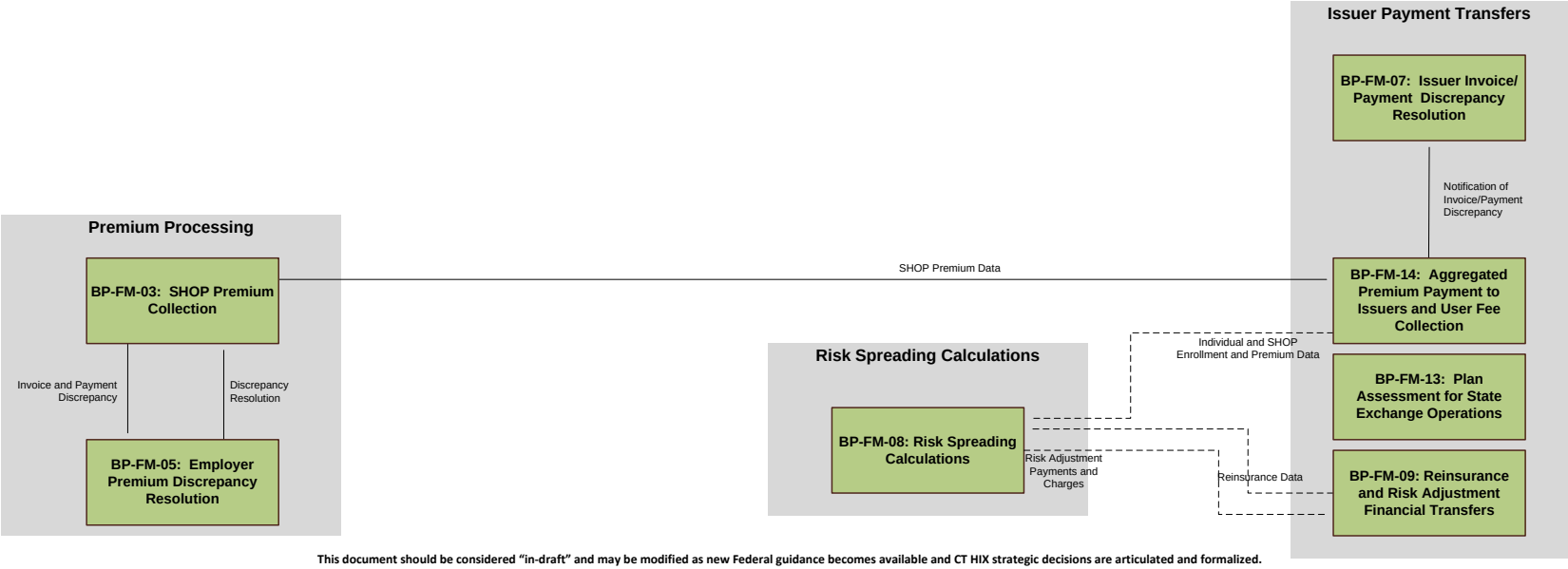
**End-to End Process Flow**

**Financial Management**

**Synopsis**

This diagram illustrates the major process flows in the Financial Management process.

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***Financial Management***

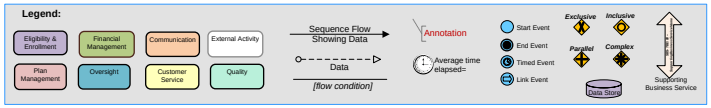
***SHOP Premium Collection***
***BP-FM-03***

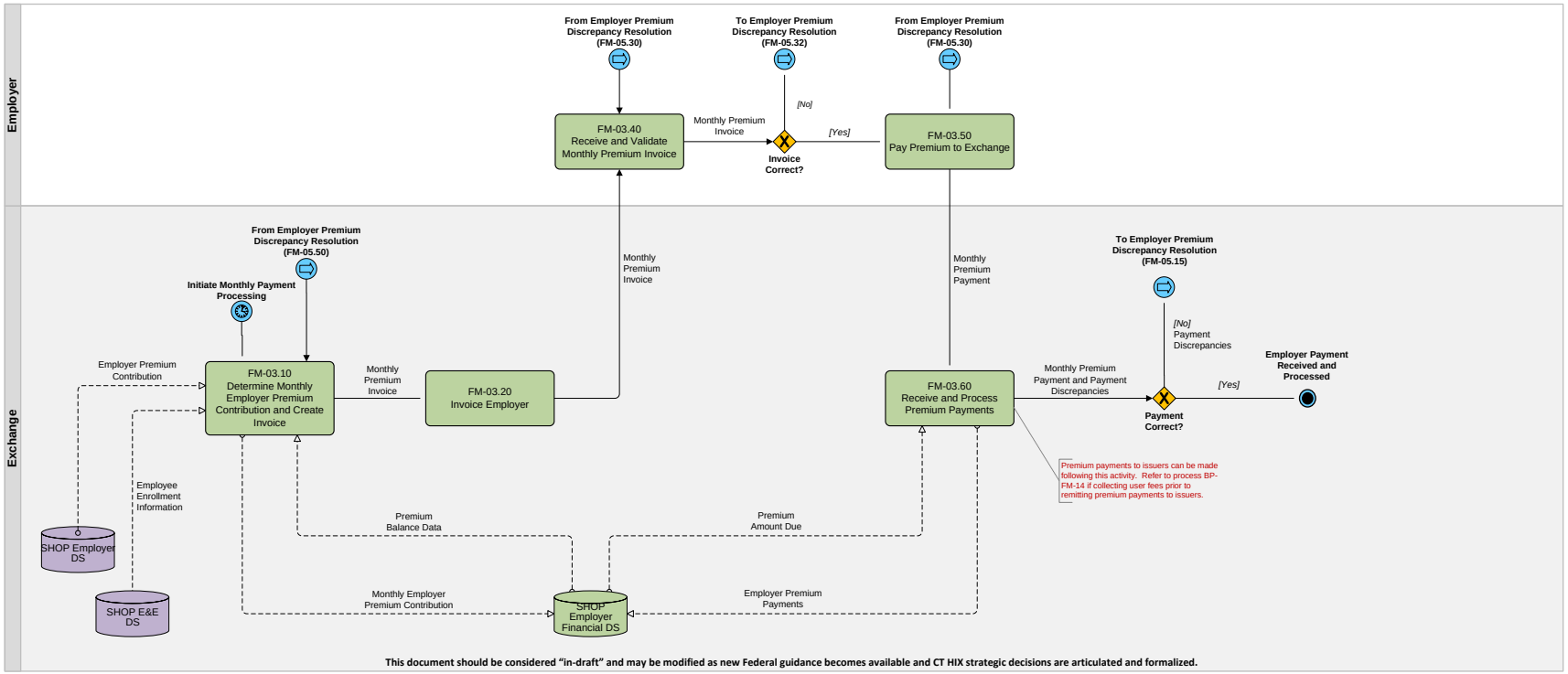
**Synopsis**

This process consists of the SHOP issuance of monthly premium bills to Employers and the receipt of payments from Employers to the SHOP. Initial enrollments will be passed to the issuers on the same schedule as the individual market. Premiums will be billed to the employer on the first premium billing cycle after the enrollment is known, and may include retroactive amounts.

**Notes**

1. States will be required to collect SHOP premiums from Employers on behalf of Issuers.
2. The Eligibility and Enrollment processes will develop and store the data necessary to calculate monthly premium payments.
3. States should consider establishing standard billing cycles for premiums.

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***Financial Management***

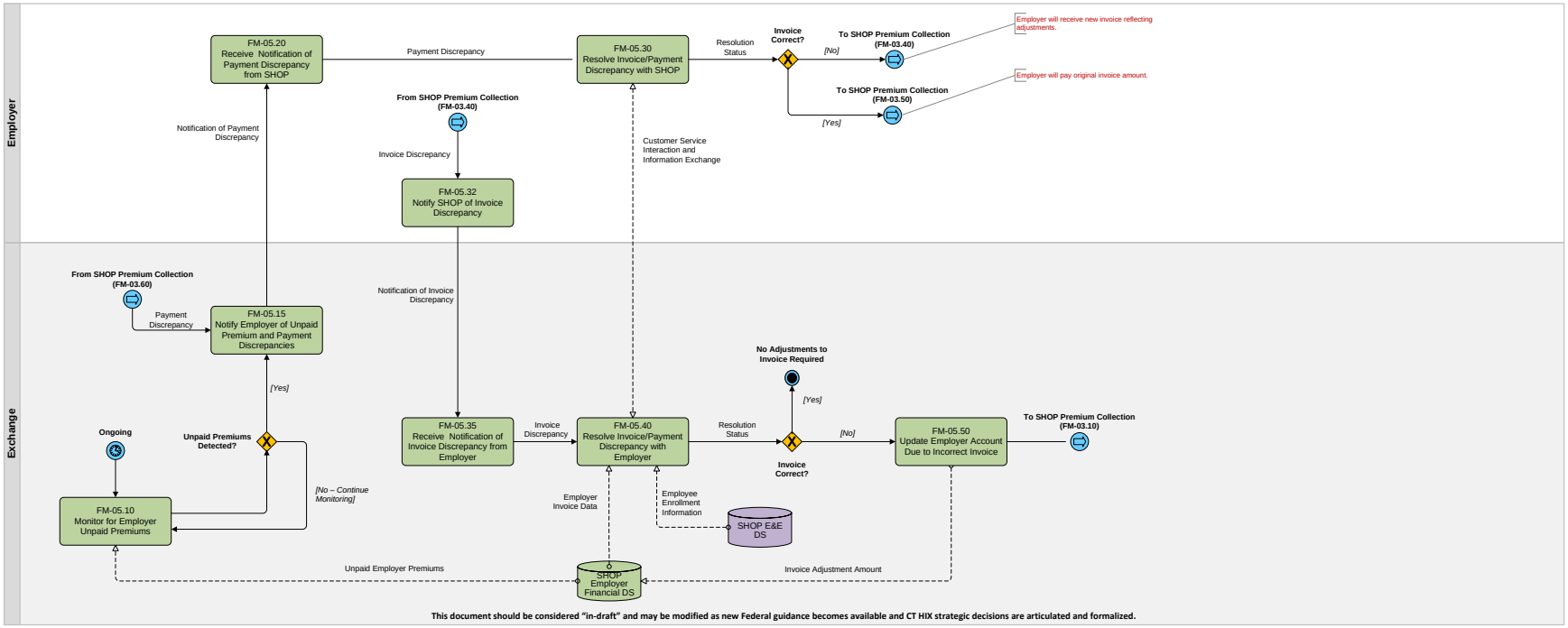
***Employer Premium Discrepancy Resolution***
***BP-FM-05***

**Synopsis**

This process resolves employer payment and billing discrepancies in the SHOP Premium Aggregation process.

**Notes**

1. States should establish processes to resolve premium discrepancies.

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***Financial Management***

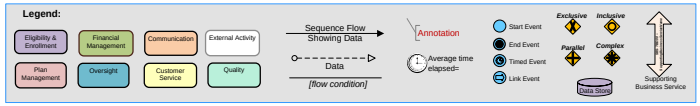
***Issuer Payment Reconciliation***
***BP-FM-07***

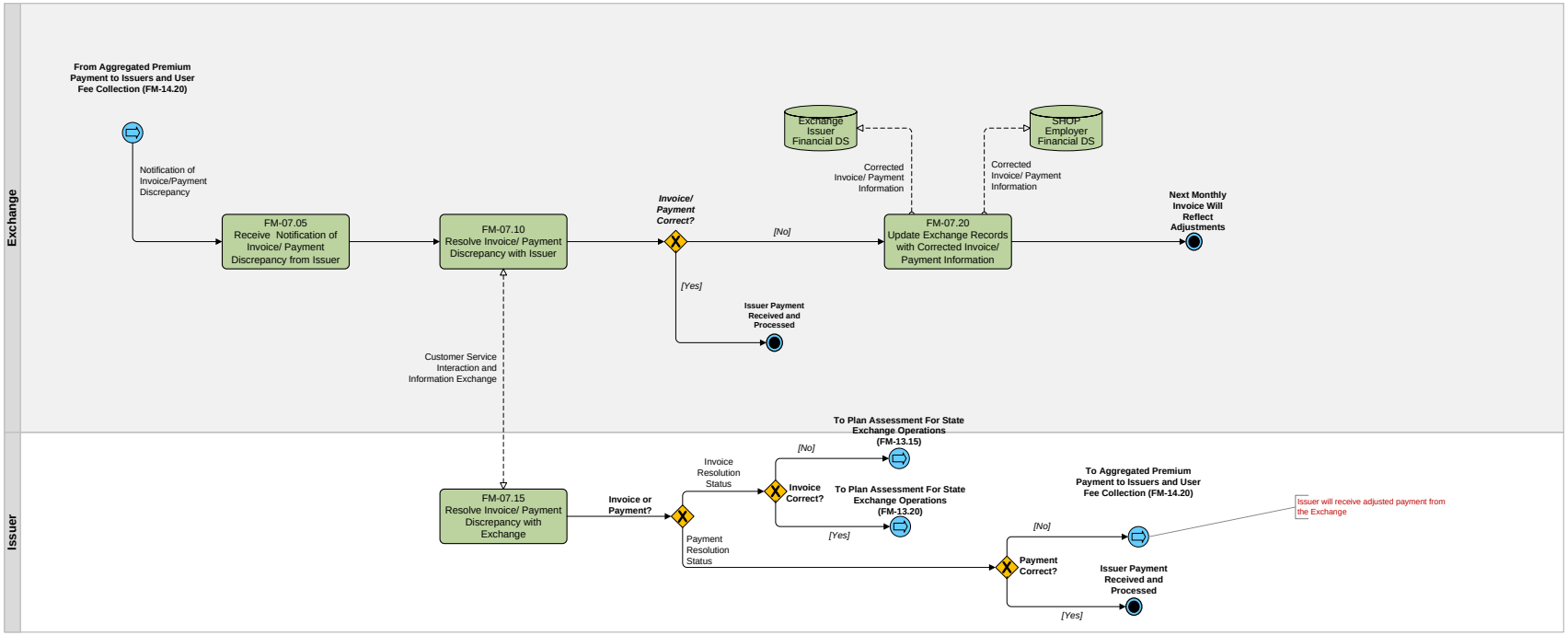
**Synopsis**

This process resolves Issuer payment discrepancies in the SHOP and Individual Premium Aggregation as well as the User Fee processes.

**Notes**

1. States should develop processes to deal with payment discrepancies between the Exchange and Issuers.

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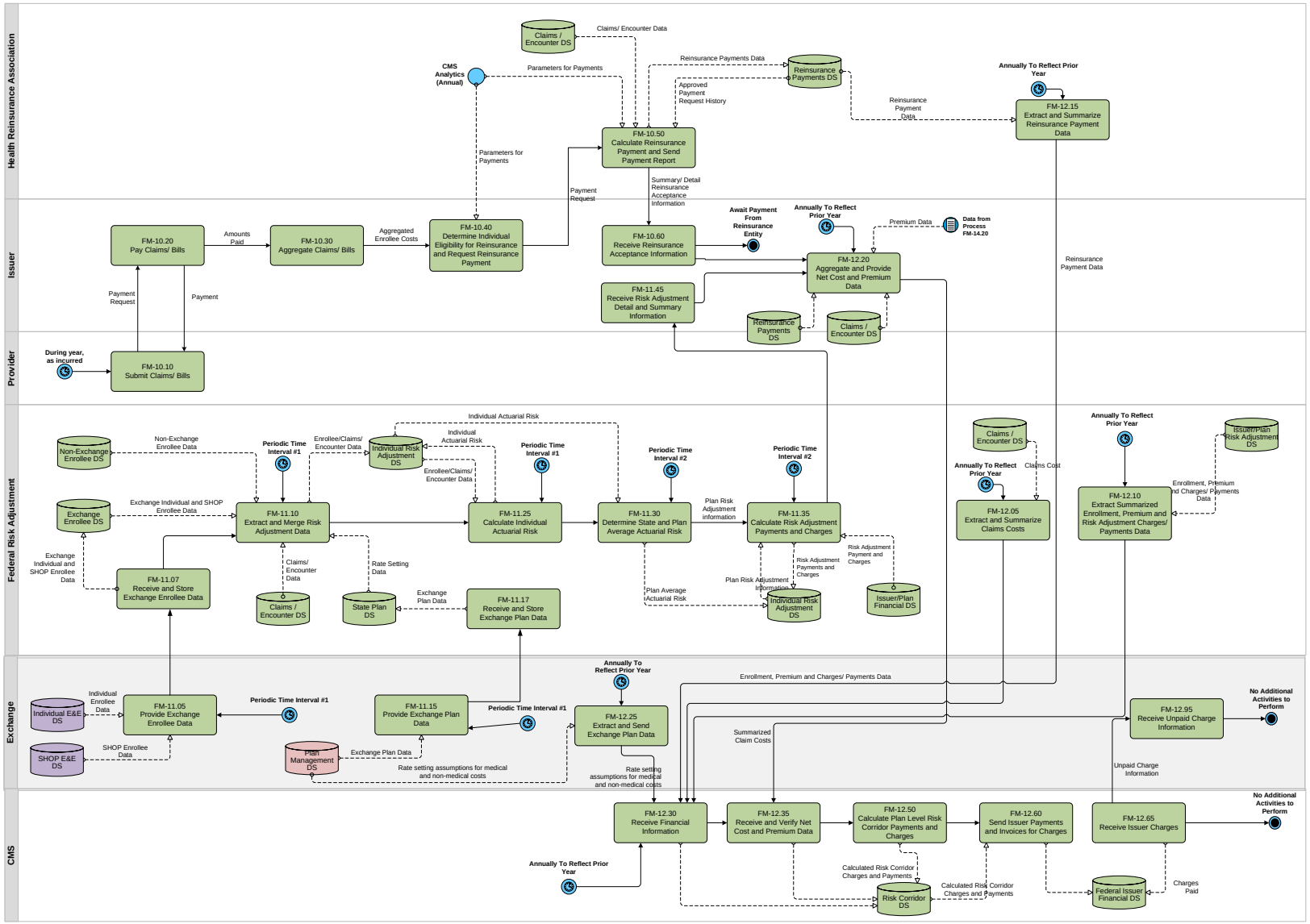
***Financial Management***

***Risk Spreading Calculations***
***BP-FM-08***

**Synopsis**

This process operates from 2014 through 2016. The process calculates reinsurance payments to Issuers that cover high-cost individuals in order to help stabilize premiums for coverage as well as charges to Issuers based on the actuarial risk of enrollees within a plan when compared to the State average actuarial risk. The risk corridor process allows QHPs and CMS to share in profits or losses based on a statutory formula. This process applies to all individual and small group QHP Issuers.

**Notes**

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***Financial Management***

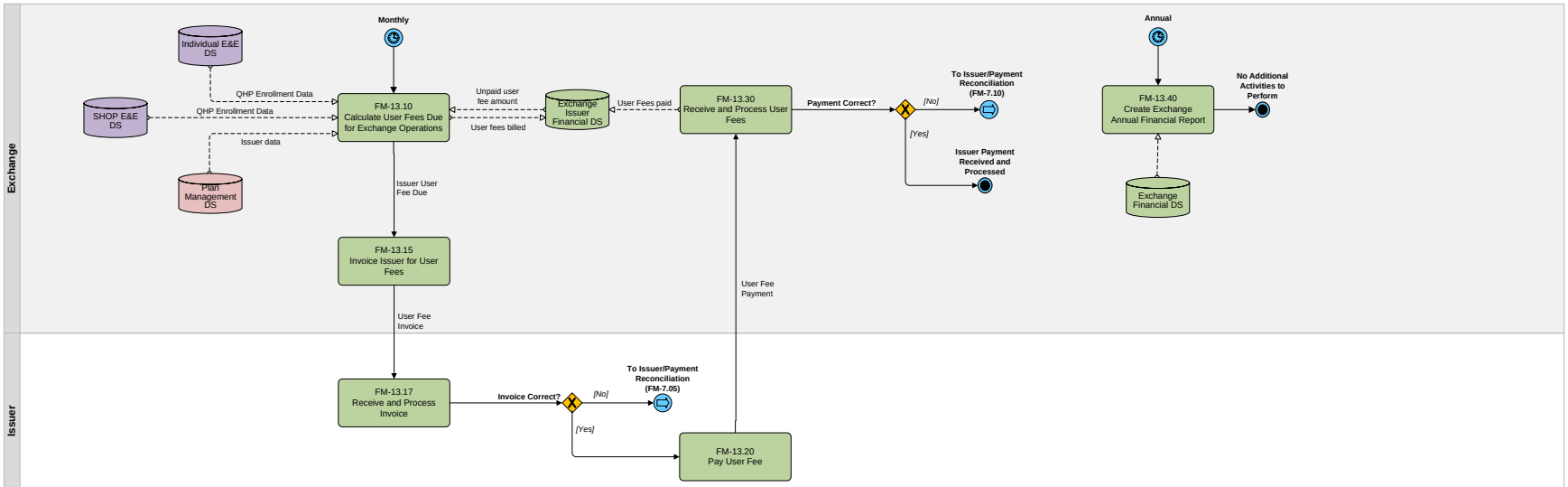
***Plan Assessment for State Exchange Operations BP-FM-13***

**Synopsis**

Beginning in 2014, this optional process charges user fees to participating health insurance Issuers to generate funding to support Exchange operations in States that elect to charge user fees. Each State will determine the user fee formula. The Exchange will then calculate the user fee due for Exchange operations, notify the Issuers, and process Issuer payments. The Exchange also prepares the Exchange Annual Financial Report as required by the State or other authority. Note: This process will not be utilized if the Exchange elects to deduct user fees from premiums as outlined in BP-FM:14.

**Notes**

1. The process model assumes participating issuers are only QHPs offered in the Exchange. This assumption is not intended to be directive in nature. States have broad authority to determine funding options for the Exchange, including whether to assess user fees and to whom.
2. States will have accounting standards that will apply to all Exchange and Exchange-related financial activities.

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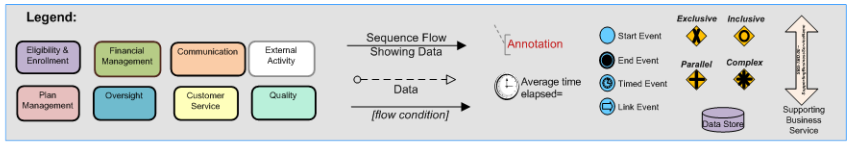
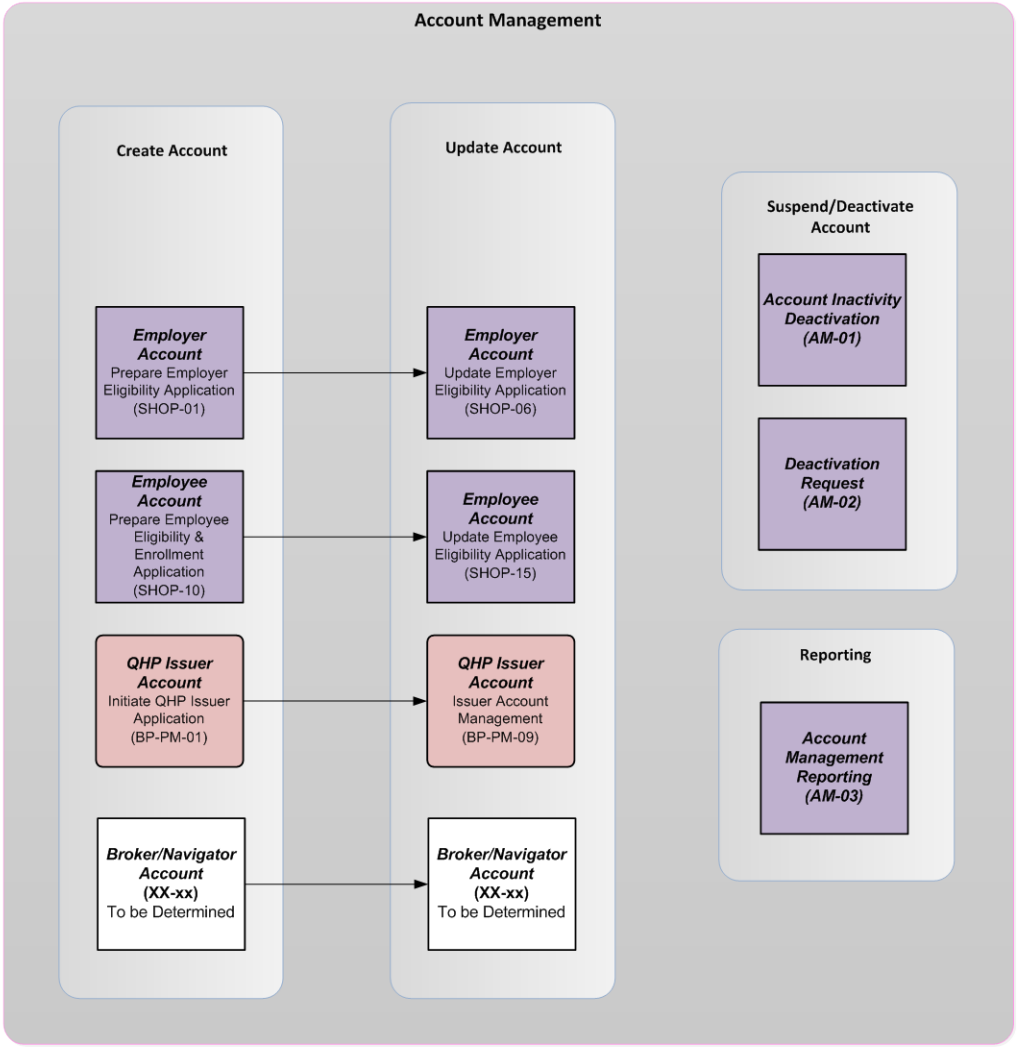
*End-to-End (E2E) Process Flow*

*Account Management*

**Synopsis**

This diagram illustrates the major process flows in the Account Management process.

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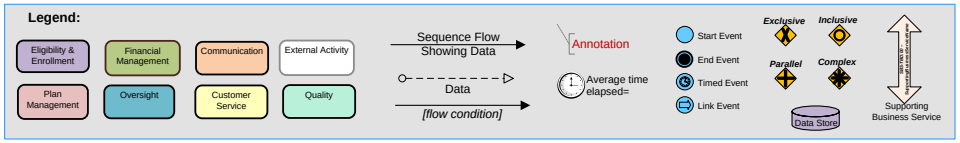
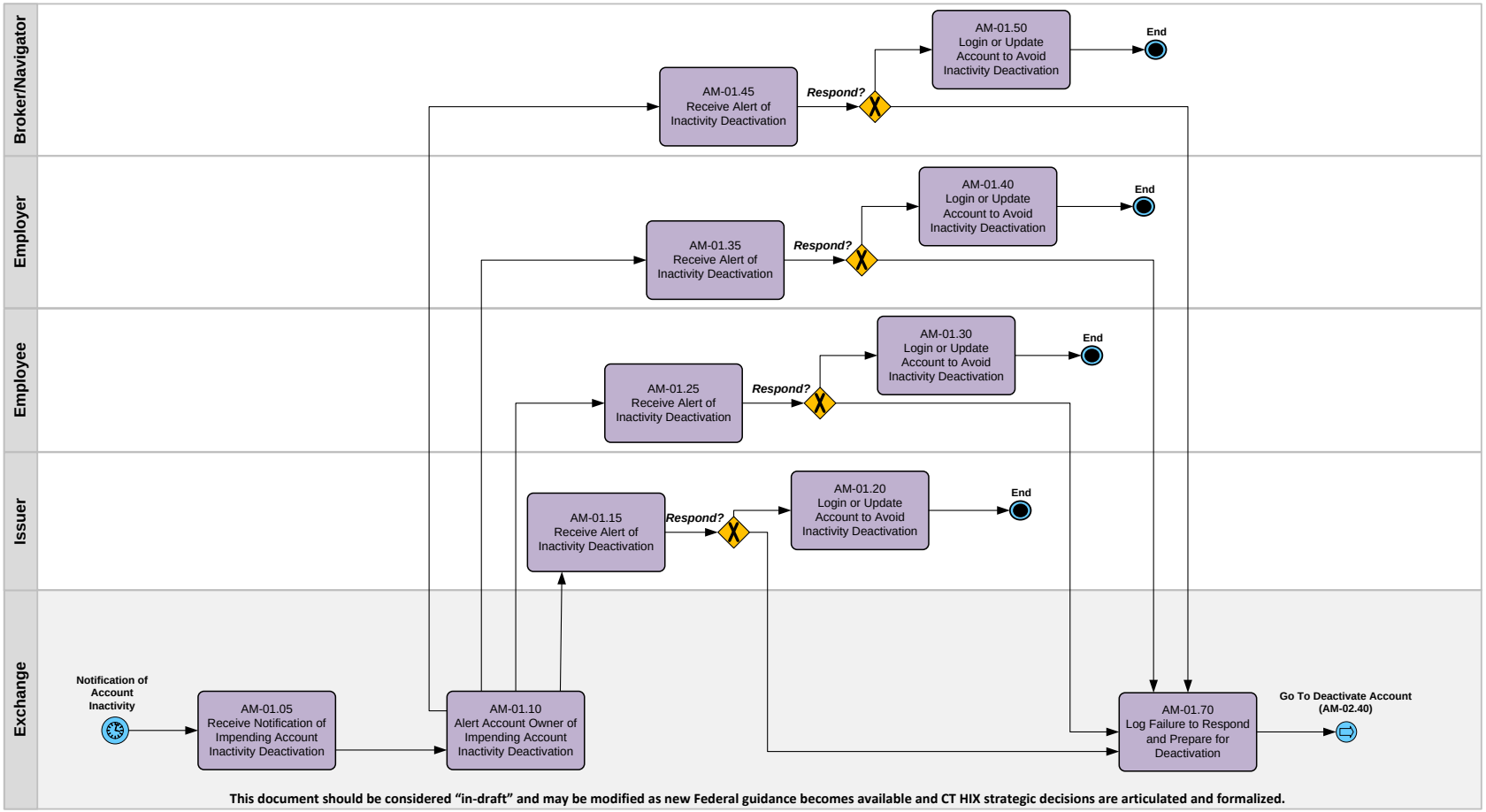
***Account Management***

***Account Inactivity Deactivation***
***BP-AM-01***

**Synopsis**

This process flow illustrates an account inactivity deactivation scenario. If the account holder responds to the alert, the account will remain active. If there is no response from the account holder, however, the account will proceed to deactivation.



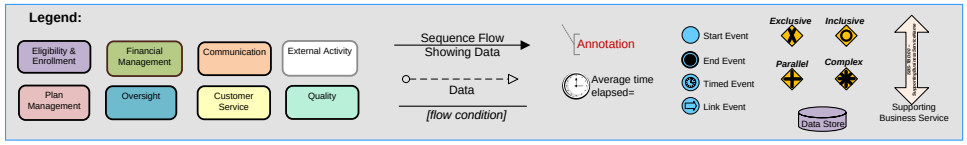



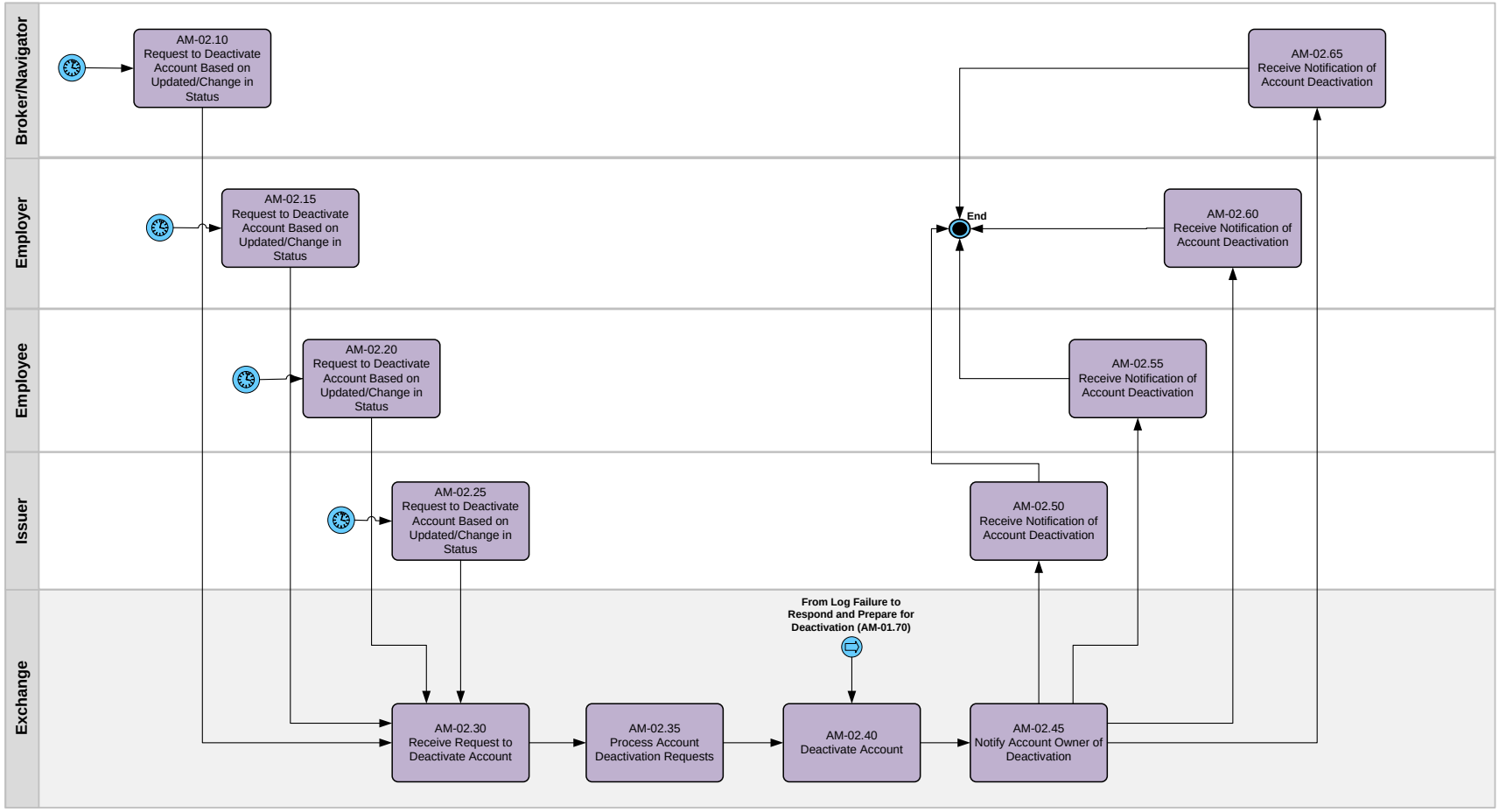
***Account Management***

***Deactivation Request***
***BP-AM-02***

**Synopsis**

This process flow shows the deactivation of an account at the request of the account holder. An account can also be deactivated due to a lack of response to an account inactivity notification (from AM-01).

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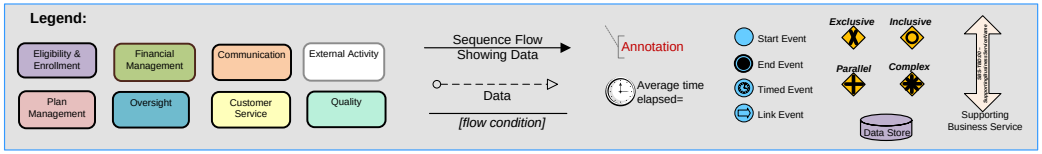
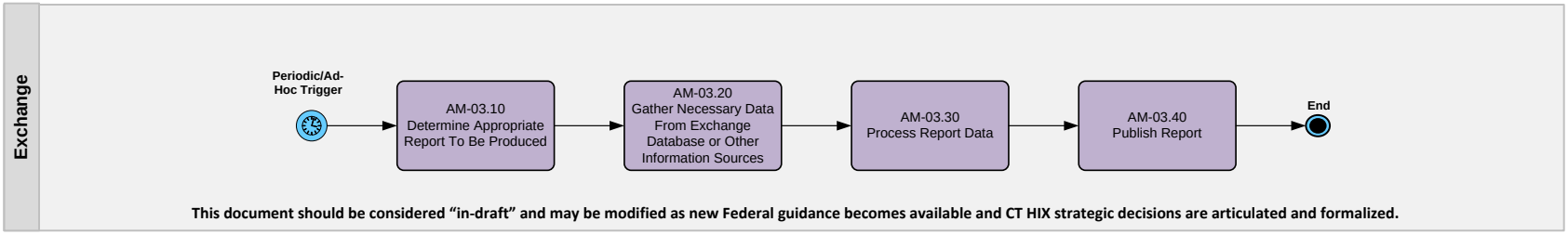
***Account Management***

***Account Management Reporting***
***BP-AM-03***

**Synopsis**

This process flow shows the actions taken by HIX to generate account management reports such as usage reports, technical reports, etc.

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Appendix B – Functional Requirements Traceability Matrix

Appendix C – Technical Requirements Traceability Matrix

Appendix D – Intention to Propose Form

**Intention to Propose**

Please return this completed form by email followed by signed copy to the State of Connecticut Authorized Contact Person listed in Section 1.1: Authorized Contact Person, by no later than 5:00pm Eastern Standard Time on December 21, 2012.

I, _____, an authorized representative of _____, Service Provider, have read the State of Connecticut Health Insurance SHOP Exchange request for Proposal and has decided to submit its intention to propose for such services on the terms and conditions stated in the RFP and by the due date stated therein.

Service Provider hereby agrees to be bound by and comply with all of the conditions, requirements and protocols set forth in the RFP Instructions.

Agreed and Accepted by:

| | |
|---|---|
| **Name** | |
| **Title** | |
| **Company** | |
| **Corporate Address** | |
| **Telephone** | |
| **E-Mail Address** | |
| **Date** | |
| **Signed** | |

Appendix E – Notice of Contractor Financial and Background Checks

**Notice**

The Exchange reserves the right to obtain a business credit check and conduct a UCC search of all bidders. If your proposal is selected for further consideration, you will also be required to provide additional information including a bank reference letter, financial statements, bank statements and tax returns."

The Exchange also reserves the right to independently contact those individuals or entities with whom you have worked in the past providing services substantially similar to those you propose to provide to the Exchange even if you have not listed those individuals or entities as references.

Financial Reference Letter

- A financial reference works much like a standard reference letter but speaks to your financial reputation and history rather than personality and personal history. More commonly known as a bank reference letter, these documents contain information about your history and relationship with your bank. Bank reference letters speak to your financial responsibility and stability and demonstrate your ability to maintain a healthy, working relationship with a financial institution. In some instances, a financial reference letter may contain information on your account balances.

Basics of the Letter

- All bank reference letters must come on the letterhead of the institution providing the letter. A financial reference letter provided to you by your bank contains your name and the name of any business aegis under which you operate. A bank official signs the document and provides an official seal. All other information, such as the nature of your relationship with the bank and whether the letter provides specific information about your account balances, depends upon the specifics of your letter – different banks follow different formats when creating these letters.

Appendix F – State of Connecticut Guide to the Code of Ethics for Current and Potential State Contractors

**Code of Ethics Review Instructions**

Please visit the Office of Governmental Accountability, Office of State Ethics at http://www.ct.gov/ethics/ to view the most recent State of Connecticut Guide to the Code of Ethics for Current and Potential State Contractors.

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20____ (the "Effective Date") between the Connecticut Health Insurance Exchange, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 450 Capitol Avenue, Hartford, Connecticut 06106 (the "Exchange") and _____, with an office at _____ (the "Contractor").

WHEREAS, the Contractor possesses experience and qualifications in performing the services described below and provides these services to various companies and organizations;

WHEREAS, the Exchange wishes to engage the Contractor to perform the services described below.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The Exchange desires the Contractor to perform, and the Contractor agrees to perform, the services specified in Exhibit A (the "Services").

2. Administration.
   a) The individuals in charge of administering this Agreement on behalf of the Exchange and the Contractor, respectively, are set forth on Exhibit A.
   b) If the Exchange requests that a staff member of the Contractor no longer provide services to the Exchange under this Agreement, the Contractor shall remove such staff member from the assignment within seven (7) days. Upon the request of the Exchange, the Contractor shall augment the remaining staff with staff acceptable to the Exchange.

3. Time of Performance and Term.
   a) The Contractor shall perform the Services at such times and in such sequence as may be reasonably requested by the Exchange. The Contractor shall comply with any timeline or deadlines set forth in Exhibit A.
   b) Except as otherwise set forth in Exhibit A, this Agreement will run from its Effective Date until the Services are completed to the satisfaction of the Exchange, unless sooner terminated in accordance with the provisions herein.

4. Termination.
   a) Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time for any reason. The Exchange shall notify the Contractor in

writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date.

b) Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice). The Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 8(a) below) in its possession or custody, as soon as possible and no later than the fifteenth (15th) day following the receipt of a written termination notice, together with a final invoice for Services performed to date.

c) The Exchange shall, within forty-five (45) days of final billing, pay the Contractor for its performance rendered and accepted by the Exchange and any out-of-pocket costs to which the Contractor is entitled pursuant to Exhibit A. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.

5. Payment.

a) The Exchange agrees to compensate the Contractor as set forth in Exhibit A.

b) Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the Exchange. Unless otherwise specified in Exhibit A, the Contractor shall bill the Exchange on a monthly basis. The Exchange may, prior to authorizing payment under this Section, require the Contractor to submit such additional accounting and information as it deems to be necessary or appropriate.

c) The Exchange agrees to reimburse the Contractor for those out-of-pocket disbursements and expenses (at cost), as are detailed in Exhibit A, or as otherwise approved in writing in advance by the Exchange. The Exchange shall not reimburse the Contractor for any overhead-related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, proofreading staff, meals and in-state transportation costs. The Contractor shall be reimbursed for reasonable expenses for transportation, parking and reasonable lodging and meals associated with interstate travel (specifically excluding first or business class airfare), as approved in writing in advance by the Exchange. Reimbursable interstate travel shall not include travel to meet with staff of the Exchange, and all such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the Exchange.

d) In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under this Agreement against any amounts that are due or may become due from the Exchange to the Contractor under this Agreement or any other agreement that the Contractor has with the Exchange. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of this Agreement, all of which shall survive any setoffs.

6. Cross Default.

6.1 If the Contractor breaches, defaults or in any way fails to perform satisfactorily under this Agreement, then the Exchange may treat any such event as a breach, default or failure to perform under any other agreements or arrangements ("Other Agreements") that

the Contractor has with the Exchange. Accordingly, the Exchange may then exercise any and all of its rights or remedies provided for in this Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any other rights or remedies of the Exchange, as if the Contractor had breached the Other Agreements.

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

7. Representations and Warranties. The Contractor represents and warrants to the Exchange for itself and for the Contractor Agents (as defined in Section 10(d) below), as applicable, that:

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

b) The Contractor and Contractor Agents are duly and validly existing under the laws of their states of organization and are authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;

c) The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;

d) Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;

e) Neither the Contractor nor any Contractor Agent has, in any of their current or former jobs or assignments, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;

f) Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above; and

g) Neither the Contractor nor any Contractor Agent has had one or more contracts with any governmental entity terminated for cause.

8. Records/Intellectual Property.

a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.

b) The Contractor, upon the request of the Exchange, shall promptly give to the Exchange all original Records, or, in the sole discretion of the Exchange, copies thereof. The Contractor shall otherwise maintain all original Records, or copies thereof, for a period of six (6) years after the termination of this Agreement. Unless the Exchange designates otherwise in writing, all Records are the exclusive property of the Exchange and no one else shall have any right, including, but not limited to, any copyright, trademark or other intellectual property rights, in those Records.

c) The Exchange shall own all work product of the Contractor under this Agreement. To the extent that Contractor creates work product that is copyrightable under the laws of the United States, such work product shall be "work made for hire" as defined in the copyright law, and the Exchange shall own the copyright therein. If for any reason any such work product does not qualify as a "work made for hire," Contractor hereby assigns to the Exchange, without any right of reversion, the copyright therein.

d) The Contractor represents and warrants that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

9. Insurance.

9.1 Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:

(a) Commercial General Liability: $_____ 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 work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.

(b) Automobile Liability: $_____ combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.

(c) Workers' Compensation and Employers Liability: coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of $_____ each accident, $_____ Disease – Policy limit, $_____ each employee.

(d) Professional Liability: If the Contractor performs a service for which professional liability insurance or errors and omissions coverage is available, the Contractor shall secure and maintain such coverage in a form acceptable to the Exchange in the minimum amount of _____ Dollars ($_____), with a deductible not to exceed _____ Dollars ($_____).

9.2 Promptly upon a request by the Exchange, the Contractor shall furnish to the Exchange on a form or forms acceptable to the Exchange, a Certificate(s) of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the Exchange for the insurance policies required above.

10. Indemnification.

a) The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The Contractor shall use professionals reasonably acceptable to the Exchange in carrying out its obligations under this Section.

b) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, 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 Exchange or the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

c) The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any form.

d) The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

11. Independent Contractor. The Contractor is an independent contractor of the Exchange. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and the Exchange. The Contractor shall be solely liable for all wages, benefits and tax withholding for its employees and shall comply with all applicable

laws relating to its employees. The Contractor is not an agent of the Exchange and shall have no authority to bind the Exchange.

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

13. Nondiscrimination, Affirmative Action, State Ethics and Executive Orders. The Contractor shall comply with all provisions set forth on Exhibit B.

14. Confidentiality.

14.1 In the event and to the extent that the Contractor has access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Contractor agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange's prior written consent. If the Contractor is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.

14.2 The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, shall be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

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

If to the Exchange:

Connecticut Health Insurance Exchange
450 Capitol Avenue
MS#55SEC
Hartford, CT 06106
Attention: Chief Executive Officer

If to the Contractor:

**[INSERT INFORMATION]**

16. Miscellaneous.

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

16.2 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Contractor may not assign this Agreement or delegate its duties without the Exchange's prior written permission; provided, however, that the Contractor may, upon written notice to the Exchange but without the Exchange's written permission, assign or transfer its interest in this Agreement to a wholly owned subsidiary or affiliate of the Contractor or to a successor entity of the Contractor, as such terms are hereinafter defined. Any assignment in violation of this provision will be null and void. The Exchange may transfer or assign its rights and obligations under this Agreement without the prior written consent of the Contractor. For purposes of this Section 16.2, the term "affiliate" means an entity controlling, controlled by or under common control with the Contractor. A "successor entity" shall mean an entity which succeeds to substantially all the business of the Contractor, by merger, acquisition of assets or otherwise.

16.3 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, provided that neither party would then be deprived of its substantial benefits hereunder.

16.4 The Exchange and the Contractor shall not be excused from their obligations to perform in accordance with this Agreement except in the case of force majeure events and as otherwise provided for in this Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

16.5 The Contractor shall not refer to the Services provided to the Exchange for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Exchange's prior written approval.

16.6 The Contractor shall cooperate fully with any and all audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon request, provide billing in a format which will facilitate audit or review.

16.7 The Contractor shall continue to perform its obligations under this Agreement while any dispute concerning this Agreement is being resolved.

16.8 Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.

16.9 The parties acknowledge and agree that nothing in any request for proposal or this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.

16.10 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

16.11 Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination.

16.12 This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.

16.13 No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.

16.14 This Agreement may be executed in any number of counterparts and by facsimile signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

*[Signature page follows]*

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

| | |
|---|---|
| **THE CONNECTICUT HEALTH INSURANCE EXCHANGE** | **[CONTRACTOR]** |
| By:_____<br>Name:<br>Title: | By:_____<br>Name:<br>Title: |

# Exhibit A

Services

The Contractor shall perform the following services:

**[Insert services.]**

Staffing

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

Administration

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

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

Deadlines/Timeline

**[Insert any relevant deadlines.]**

Compensation

**[Insert compensation schedule.]**

Billing

All bills must include _____ and be sent to _____.

Disbursements and Expenses

**[Insert reimbursable out-of-pocket disbursements and expenses.]**

## Exhibit B

A. Nondiscrimination and Affirmative Action

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an

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

b) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statues §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a

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

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

B. Certain State Ethics Requirements.

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

b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OPM Ethics Form 1) for this purpose, attached as Appendix A. The first of these OPM Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

# CONNECTICUT HEALTH INSURANCE EXCHANGE
## GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a **Connecticut Health Insurance Exchange** contract with a value of $50,000 or more 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)

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**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 Connecticut Health Insurance Exchange ("CTHIX")** 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 Connecticut Health Insurance Exchange** and the Contractor, attached hereto, or as otherwise described by **CTHIX** 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 contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) **"Gift"** has the same meaning given that term in C.G.S. § 4-250(1);
6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm,

corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after 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:**

| Contribution Date Description | Name of Contributor | Recipient | Value |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

| Contribution Date Description | Name of Contributor | Recipient | Value |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

_____

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)**

# CONNECTICUT HEALTH INSURANCE EXCHANGE
## CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

**INSTRUCTIONS:**

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below**:

_____ _____

Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____

Start Date End Date Cost

Description of Services Provided: _____

_____

_____

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

If YES: _____ _____

Name of Former State Agency Termination Date of Employment

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

_____ _____

Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

_____

_____

Printed Name (of above)

Awarding State Agency

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

_____

**Commissioner of the Superior Court**
**or Notary Public**

# CONNECTICUT HEALTH INSURANCE EXCHANGE
## AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large **Connecticut Health Insurance Exchange** construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

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**INSTRUCTIONS:**

Complete all sections of the form. Submit completed form to **The Connecticut Health Insurance Exchange ("CTHIX")** or contractor, as directed below.

**CHECK ONE:**

☐ I am a person seeking a large **CTHIX** construction or procurement contract. I am submitting this affirmation to **CTHIX** with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large **CTHIX** construction or procurement contract. I am submitting this affirmation to **CTHIX** agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large **CTHIX** construction or procurement contract. I am submitting this affirmation to the contractor.

☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**IMPORTANT NOTE:**

Within fifteen (15) days after the request of **CTHIX** for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to **CTHIX.** Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

_____ _____

Signature
Date

_____
_____
Printed Name
Title

_____
Firm or Corporation (if applicable)

_____ _____ ____
_____
Street Address
City State Zip

**THE CONNECTICUT HEALTH INSURANCE**

**EXCHANGE**

**By**_____

Its:

# CONNECTICUT HEALTH INSURANCE EXCHANGE

## NONDISCRIMINATION CERTIFICATION – Affidavit by Entity

For Contracts Valued at $50,000 or More

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

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**INSTRUCTIONS:**

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

**AFFIDAVIT:**

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

Signatory's Title Name of Entity

duly formed and existing under the laws of _____
_____.

Name of State of Commonwealth

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

Name of Entity Name of Entity

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

_____ _____
_____

Authorized Signatory Date

_____

Printed Name

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

_____

_____

**Commissioner of the Superior Court / Notary Public** **Commissioner Expiration Date**