

**Connecticut Health Insurance Exchange  
d/b/a  
Access Health CT**

**Media Buying Services**

**Request for Information**

**(RFI)**

**Posted 5/24/16**



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## 1. Summary

The primary mission of the Connecticut Health Insurance Exchange d/b/a Access Health CT (“Access Health” or the “Exchange”), Connecticut’s official state-based health insurance marketplace, is to increase the number of insured residents in Connecticut, promote positive health outcomes, lower costs, and eliminate health disparities. To accomplish this mission, Access Health has developed an online shopping and enrollment experience for state residents and small businesses, as well as an extensive marketing and communication infrastructure to raise awareness of health insurance options and facilitate enrollment in coverage.

Since its establishment, Access Health has conducted several assessments of Connecticut’s general population, with a particular focus on uninsured and underinsured residents. These assessments have produced useful information about household income, race/ethnicity, age, gender, and geographic location, all of which have enabled Access Health to effectively target and reach Connecticut residents likely to benefit from health care coverage offered through its marketplace. As a result of these efforts, nearly 500,000 state residents have signed up for health care coverage over the course of the first three open enrollment periods, pushing the uninsured rate in Connecticut below 4%.

Access Health continues to evaluate its ongoing operational effectiveness targeting Connecticut’s uninsured population and recognizes that its success is contingent on impactful member communication and retention programs and general market and target population acquisition efforts. With the issuance of this RFI, Access Health intends to contract with a vendor that can leverage a substantial amount of existing research and data into an effective media buying strategy and provide related services to support the 2017 open enrollment period, currently slated for November 1, 2016 through January 31, 2017 (“2017 Open Enrollment Period”).

## 2. Scope of Work

In anticipation of the 2017 Open Enrollment Period, Access Health seeks to engage a media services firm with localized expertise to manage Access Health's multicultural outreach, education, retention and, enrollment media activities.

The anticipated term of the contract shall begin on date specified in the executed contract and shall continue through April 30, 2017.

The scope of the vendor's work will include the following activities:

1. Conduct an exhaustive review of internal and external research on member and prospect populations for Access Health products and services, and develop a comprehensive understanding of these two groups. Should gaps exist, the vendor should suggest additional research efforts.
2. Participate in planning/ status/reporting meetings as requested and work collaboratively with partner agencies (Creative, Outreach, PR).
3. Develop a fully negotiated media plan based on client objectives and targets and provide related services, including but not limited to:
  - Integrated media recommendation (i.e., TV, Radio, Print, Digital, OOH, SEM)
  - Media specs and timing across all channels
  - Trafficking, tagging, QA services
  - Provide required ATB (approval-to-buy) documents
  - Placement of media insertions and provide position reports
  - Coordination all billing and reconciliation
  - Weekly and monthly snapshots outlining delivery, pacing, optimizations, and updated recommendations based on performance
4. Negotiate with media vendors across all tactics and provide POVs to direct media partners as requested.

## 3. Background and Qualifications

Provide a summary of any past projects that would enable you to successfully perform the activities outlined above. Specifically address experiences you have working in the areas of healthcare and health insurance. Your firm should also provide examples of previous multicultural work (i.e. TV, radio, print, digital and OOH). If your firm offers specialty services specific to one medium (i.e. TV, Radio, Print, etc.), provide a detailed description of the competitive advantage and cost efficiencies it would provide to structure services this way.

Please provide three customer references for relevant prior work, including name, title, phone, email, and a description of the work performed.

## 4. Review Criteria

The evaluation committee will evaluate responding firms (each a “Respondent”) on the basis of their written responses to this RFI, additional written information that may be requested by Access Health, and if applicable, oral presentations. The goal of the evaluation will be to perform a cost-benefit comparative analysis of each Respondent’s proposal. The Respondent that provides the best price, specifically the media fee percentage and other associated trafficking fees in combination with relevant experience, will be selected. The evaluation committee will also consider the following non-exclusive factors in making that determination:

- Depth and quality of experience with Connecticut State Agencies or other reasonably comparable experience.
- Depth and quality of experience in current and recent developments in state and federal healthcare and health insurance reform.
- Quality of past deliverables that are referenced in proposal.
- Results of reference check.
- Reasonableness of rates proposed and clarity of pricing structure and fee schedule.
- Equal employment opportunity record as evidenced by the composition of Respondent’s personnel and the Respondent’s affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.

## 5. Instructions to Respondents

### I. Schedule

Activity	Date
RFI Issued	5/24/2016
Written Question Due By	6/10/2016
Answers Posted By	6/17/2016
Due Date (by 5:00 PM EST)	6/24/2016
Oral Presentations (if deemed necessary)	6/28/2016 – 6/30/2016
Target Award Date	7/6/2016

Respondents may submit written questions regarding this RFI no later than Friday June 10, 2016, by email only directed to Gina Breton at [Gina.Breton@ct.gov](mailto:Gina.Breton@ct.gov) with subject line: *Media RFI Question – Name of Company*. Late questions may not be answered. Answers to questions will be posted by Friday, June 17, 2016 on Access Health’s website, <http://ct.gov/hix> under the “Contact Us” tab beneath the heading “Doing Business with the Exchange.” Respondents are responsible for checking the website for Answers and any other updates to this RFI.

From the date that Access Health issues this RFI until the date that it awards the Contract to the successful Respondent, interested parties should not contact any employee of Access Health for additional information concerning this RFI, except through written questions as set forth above.

**All proposals must be submitted to  
Access Health by 5:00 PM EST on 6/24/2016.**

Proposals should be sent to Access Health and addressed as follows:

The Connecticut Health Insurance Exchange d/b/a Access Health CT  
280 Trumbull Street, 15th floor  
Hartford, CT 06103  
Attention: Gina Breton, Brand &  
Advertising Manager

**II. Responses Required in the Proposal**

To be considered, all submissions must include all of the following:

1. Name the primary contact for the proposal and the names of the primary individuals who would work with Access Health, and an explanation of their experience, relevant background and anticipated duties. Include brief resumes for each.
2. Responses to the requested information forth in Section 3 – “Background and Qualifications.”
3. Description of current Insurance coverage as set forth in Section 6 – “Insurance and Indemnification Requirements.”
4. The following completed forms:
  - a. Ethics Form 5 – Consulting Agreement Affidavit, attached as Appendix B. Selected firms must also submit an updated Form 5 together with their delivery of the executed Contract, which Form 5 must be dated contemporaneously with the date that the firm executes the Contract.
  - b. Ethics Form 7 – Iran Certification, attached as Appendix C
  - c. SEEC Form 10 - Acknowledgement of Receipt of the State Elections Enforcement Commission's Notice of Campaign Contribution and Solicitation Limitations, as attached in Appendix D.
  - d. W-9 Form, available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
5. Provide a cost summary explicitly outlining the media fee percentage (based on total spend) and other associated trafficking fees. Please provide a detailed narrative that supports these costs and associated deliverables. Additionally, please provide a rate card or approximate hourly rates for

reference, should other work or need for services arise that were not detailed or anticipated in the current project scope.

6. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest, if selected to provide the services outlined hereunder.
7. Provide names and contact information of three (3) client references for services performed reasonably comparable to those sought in this RFI.
8. If you find any term or provision contained in Sections 6-8 of this RFI unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract for this engagement.
9. Discuss any pending complaints or investigations, or any made or concluded within the past five (5) years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees, attorneys and/or associates.
10. Respondent's proposal must be signed by an authorized official and shall be a binding commitment that Access Health may incorporate, in whole or in part, by reference or otherwise into the Contract. The proposal must also include evidence that the person submitting the proposal has the requisite power and authority on behalf of the firm to submit and deliver the proposal and subsequently enter into, execute and deliver, and perform the Contract.
11. Two (2) paper copies of all required or supporting documents and one (1) digital copy of all required or supporting documents.

The submission of proposals shall constitute, without any further act required of the Respondents or Access Health, acceptance of the requirements, administrative stipulations and all of the terms and conditions of this RFI. Proposals must reflect compliance with such requirements. Failure of the proposal to comply may result in Access Health's rejection of the proposal. Access Health will reject any proposal that deviates materially from the specifications, terms or conditions of this RFI. Responders submitting proposals with any minor or immaterial deviations must identify and fully justify such deviations in order for Access Health to consider their proposal.

No additions or changes to any proposal will be allowed after the proposal due date, unless Access Health CT specifically requests such modification. Access Health may, at its option, seek Respondent retraction and/or clarification of any discrepancy or contradiction found during the review of proposals.

### **III. Proposal Formatting**

Respondents must observe the following guidelines when preparing their response to this RFI:

1. Respondent's proposal should consist of the following sections, in the order listed below:
  - a) Cover letter
  - b) Executive Summary
  - c) Organizational Qualifications/Relevant experience
  - d) Cost/Pricing Proposal
  - e) 3 References

2. The proposal should be formatted as follows:
  - Paper size: 8.5 x 11 inches; *Please do not exceed 15 pages.*
  - 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.

#### **IV. Freedom of Information**

Access Health is a quasi-public agency and its records, including responses to this RFI, are public records. See Conn. Gen. Stat. §§ 1-200, et seq., and especially §§ 1-210(b)(4) and 1-210(b)(5)(B). Due regard will be given to the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFI are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally in the proposal that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with § 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Firms should not request that their entire proposal, or the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. Access Health has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The firm has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall Access Health have any liability for the disclosure of any documents or information in its possession that Access Health believes are required to be disclosed pursuant to FOIA or any other law.

### **6. Insurance and Indemnification Requirements**

Please describe your current insurance coverage for the following types of insurance: Commercial General Liability, Professional Liability, Worker’s Compensation; and Automobile. Any Contract resulting from this RFI will require that the Contractor obtain and maintain: commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence with any general aggregate limit being twice the occurrence limit or applying separately to the work covered by the Contract; professional liability insurance against all claims of error, omission, or negligent acts related to professional services to be provided, in amounts not than \$1,000,000 per each occurrence and in aggregate; worker’s compensation insurance with minimum limits as required by law; automobile insurance in amounts not less than \$1,000,000.

The Contract will include the following indemnification from Contractor for the benefit of Access Health and the State of Connecticut:

The Contractor shall indemnify, defend and hold harmless the Connecticut Health Insurance Exchange

d/b/a Access Health CT, the State of Connecticut and their respective officers, directors, 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 the Contractor’s performance of 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, fines/penalties, attorneys’ fees and other professionals’ fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. 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. 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.

**7. Records/Intellectual Property Requirements**

The Contract will include the following provisions regarding records and 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 parties, upon written request from the other party, shall provide to the other within a reasonable time, all original Records, or, in the sole discretion of the requesting party, copies thereof. The parties shall otherwise maintain all original Records, or copies thereof, for a period of five (5) years after the termination of this Agreement. Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the Effective Date, will belong to the party that owned such rights prior to. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.
- c) The Exchange shall own all work product, and the copyright therein, resulting from the Services rendered by Contractor under this Agreement. The Contractor represents that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

**8. Notice of State Certification Requirements**

Unless required with submission of this RFI, the selected Respondent will be required to execute the following forms contemporaneously with the Contract:

1. The selected firm must execute a Gift and Campaign Contribution Certification (Ethics Form 1), attached as Appendix B, contemporaneously with the Contract and deliver them together to Access Health.

2. Each Respondent must deliver a Consulting Agreement Affidavit (Ethics Form 5), attached as Appendix C, with its proposal, and the selected firm(s) must deliver an updated form contemporaneously with Contract execution. The selected firm(s) must amend Ethics Form 5 whenever the firm enters into any new consulting agreement during the term of the Contract.
3. With regard to a large state contract, as defined in Conn. Gen. Stat. § 4-250, and pursuant to Public Act 13-162, each Respondent, if applicable, must certify that it has not made certain investments in Iran, and deliver an executed Iran Certification (Ethics Form 7), attached as Appendix D, with its proposal.
4. With regard to a State contract, as defined in Public Act No. 07-1, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the ~~proposal~~ in response to this RFI must expressly acknowledge receipt of the State Elections Enforcement Commission's notice, as attached in Appendix E, advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
5. Pursuant to Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every contractor is required to provide the State with documentation to support the contractor's nondiscrimination agreements and warranties. Copies of two certification forms (one for businesses and one for individuals) that will satisfy these requirements are attached to this RFI as Appendix F. The applicable certification form must be signed by an authorized signatory of the selected firm(s) and submitted to Access Health at the time of Contract execution.

## 9. Notice of Special Compliance Requirements

The selected Respondent will be required to comply with the requirements below, which will be included in any contract entered as a result of this RFI.

### 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 (the "State");
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a

contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided that if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

#### B. Certain State Ethics Requirements

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

- b) Pursuant to Governor M. Jodi Rell’s Executive Order No. 1, paragraph 8, the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts valued at \$50,000 or more. Contractors must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these CT HIX Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

### C. Applicable Executive Orders of the Governor

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

## **10. Rights of Access Health in Evaluating Proposals**

All proposals shall become the sole property of Access Health and will not be returned. Issuance of this RFI does not guarantee that Access Health will award a Contract to any Respondent. Access Health reserves the right to withdraw, re-bid, extend or otherwise modify the RFI or the related schedule and process, in any manner, solely at its discretion.

Access Health also reserves the right to:

- Consider any source of information in evaluating proposals;
- Omit any planned evaluation step if necessary
- In its sole discretion, reject any and all proposals at any time; and
- Open Contract discussions with the second highest scoring Respondent, if Access Health is unable to reach an agreement on Contract terms with the highest scoring Respondent

## **11. Disqualification**

Any attempt by a Respondent to influence a member of the evaluation committee during the RFI process will result in the elimination of that Respondent’s proposal from consideration.

## **12. Next Steps**

Should Access Health request oral presentations, selected Respondent’s key staff, such as the proposed project manager, and lead media buyer for each platform must be present at the oral presentation. Oral

presentations should not exceed one hour in length. Any requirements for presenting, such as HDMI cables or projectors, should be communicated to Access Health at least two (2) days in advance of the scheduled presentation.

**APPENDIX A**

**Ethics Form 1 – GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS:

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

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

### GIFT CERTIFICATION:

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

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

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

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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



**APPENDIX B**

**Ethics Form 5 – CONSULTING AGREEMENT AFFIDAVIT**



# 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

**APPENDIX C**

**Ethics Form 7 – IRAN CERTIFICATION**



STATE OF CONNECTICUT

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

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

INSTRUCTIONS:

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

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

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

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

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

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

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

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

Commissioner of the Superior Court (or Notary Public)

**APPENDIX D**

**SEEC Form 10 – NOTICE OF CAMPAIGN CONTRIBUTION**

**AND SOLICITATION LIMITATIONS**



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

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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

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

### NAME OF SIGNER

First Name

MI

Last Name

Suffix

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,  
[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"

**APPENDIX E**

**NONDISCRIMINATION CERTIFICATION**



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

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

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**INSTRUCTIONS:**

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

**REPRESENTATION OF AN INDIVIDUAL:**

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

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

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

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



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

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

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

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

Signatory's Title

Name of Entity

duly formed and existing under the laws of \_\_\_\_\_  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of \_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

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

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

\_\_\_\_\_  
Date

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

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

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

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