

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

**Request for Proposals (RFP)
for
Lead Agency Program**

June 27, 2016



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I. Purpose and Background

The primary mission of the Connecticut Health Insurance Exchange, d/b/a Access Health CT (“Access Health CT”), is to increase the number of insured residents in Connecticut, promote health, lower costs and eliminate health disparities. To accomplish this mission, Access Health CT has worked with brokers, among others, to reach uninsured households and assist qualified individuals and employees with both new enrollments and renewals.

More than 110,000 state residents are currently enrolled in Qualified Health Plans (QHPs) through Access Health CT—far exceeding Access Health CT’s enrollment goals. One of the reasons for Access Health CT’s enrollment success is its productive and cooperative relationships with hundreds of Access Health CT certified independent brokers. Access Health CT seeks to build upon its successes by focusing on such broker relationships to reach, assist and enroll qualified individuals and employees.

In anticipation of the 2017 Open Enrollment period (November 1, 2016 through January 31, 2017), Access Health CT seeks to engage select health insurance brokerage agencies (each a “Lead Agency”) to accept the transfer of live telephone calls from Access Health CT’s customer contact center for the purpose of assisting consumers in enrolling for health care coverage (both qualified health plans and mixed Medicaid/commercial plan) available through Access Health CT’s marketplace.

II. Scope of Work

Each Lead Agency will be required to enter into a Contract with Access Health CT in which the Lead Agency will agree to, among other things, meet specified technology and staffing requirements and service level agreements (SLAs). Lead Agencies will be required to:

- Complete Access Health CT worker portal training specific to Lead Agencies. (All certified independent brokers who will participate in the Lead Agency program will be required to complete additional worker portal training provided by the Access Health CT Training Department.)
- Comply with all Access Health CT, state and federal privacy and security requirements in connection with the Lead Agency's activities with respect to Access Health CT.
- Comply with SLAs as agreed upon between Access Health CT and the Lead Agency and have sufficient staff available to assist Access Health CT at all times designated by Access Health CT.
- Comply with all Access Health CT, state and federal record retention requirements and maintain sufficient systems to allow the Lead Agency to efficiently generate reports on its activities with respect to Access Health CT. Records and reports shall be made available for Access Health CT's inspection at any time deemed necessary by Access Health CT in its sole discretion.
- Provide a secure workspace (both physically and with respect to any and all electronic systems).
- Submit to periodic assessments by Access Health CT to ensure standards are being met.
- Ensure sufficient telephonic capabilities and staffing for successful transfer, answering and handling of live calls transferred from Access Health CT's customer contact center.
- Participate and meet enrollment standards for the small business health options program

III. Service Level Agreements

Lead Agencies will be required to meet specified service level agreements (SLAs). The SLAs will be subject to periodic revision based on Access Health CT’s customer service and operational needs. If the Lead Agency fails to meet the SLAs, Access Health CT, in its sole discretion, may require the Lead Agency to take remedial measures or may terminate its Contract with the Lead Agency. The following SLAs are expected to be incorporated into the Lead Agency Contract (subject to change at Access Health CT’s sole discretion prior to Contract execution):

Type	SLA #	Description	Frequency of Evaluation	Method of Measurement
Hours of Operations	SLA1	The Lead Agency will be available 8am to 8pm ET Monday through Friday, and Saturday hours as needed based on enrollment period volume except approved times for system maintenance or Access Health CT-approved closures.	Monthly	Lead Agency Reporting with Access Health CT audit
Answer Delay Standard	SLA2	The Lead Agency shall answer calls with an average delay of no more than 60 seconds on a monthly basis.	Monthly	Lead Agency Reporting with Access Health CT audit
Reporting Timeliness	SLA3	Monthly Reports due to the Access Health CT by tenth (10 th) Business Day following the end of the reporting period. Quarterly Reports due by the fifteenth (15 th) Business Day following the end of the reporting period. Semi-annual reports due by the twentieth (20 th) Business Day following the end of the reporting period.	Monthly / Quarterly / Annual	Access Health CT audit
Reporting Accuracy	SLA4	Provide accurate reports. If Access Health CT identifies a substantive problem with the content of any report delivered by the Lead Agency, the Lead Agency will be required to generate a corrected report within one (1) Business Day of Access Health CT’s request.	Monthly	Access Health CT audit
Sales Advising Completion Monitoring	SLA5	The Lead Agency shall incorporate standards for Sales Lead completion. The Standard (85%) shall not include calls that are transferred that relate to service related issues.	Monthly	Lead Agency Reporting with Access Health CT audit
Lead Agency Personnel	SLA6	The Lead Agency will ensure sufficient staffing (based on time of the year) with no gaps in phone coverage.	Monthly	Lead Agency Reporting with Access Health CT audit
Customer Satisfaction	SLA7	Lead Agency shall maintain a consumer satisfaction rating of 90% or better on a Access Health CT-approved customer satisfaction survey.	Monthly	Customer Satisfaction Survey Results / Access Health CT Audit

IV. Selection Criteria

Access Health CT’s evaluation committee will assess responding agencies (each a “Respondent”) on the basis of their timely-submitted proposals to this RFP, additional written information that may be requested by Access Health CT and, if requested by Access Health CT, oral presentations. The evaluation committee will select the agencies that provide the best combination of commitment to customer service, proficiency in enrolling customers in health care coverage through Access Health CT’s marketplace, staffing adequacy, and telephonic/technological capabilities. The evaluation committee may consider the following non-exclusive factors in making its selection:

- Enrollment activities of the Respondent during the 2015 and 2016 Open Enrollment periods
- Respondent’s demonstrated interest in and commitment to identifying and enrolling customers in health care coverage through Access Health CT’s marketplace
- Whether the Respondent has or is committed to have sufficient staff to assist Access Health CT enrollees at all agreed upon times to ensure that a live transfer of calls is possible
- Whether the Respondent will commit to having a minimum of five (5) licensed life and health producer staff available to serve Access Health CT customers during all times designated by Access Health CT (generally, the same hours as Access Health CT’s customer contact center) during the open enrollment period and a sufficient number of producer staff outside of open enrollment
- Whether the Respondent has a physical location and a technological system that are sufficient and secure for live call transfer operations and worker portal access
- Respondent’s commitment to applicable state and federal privacy and security standards and to the prevention of fraud, waste, and abuse
- Respondent’s existing, or commitment to obtain, producers with ability to communicate in Spanish and/or languages other than English that are commonly spoken by Access Health CT customers
- Respondent’s agreement to meet Lead Agency training requirements (including worker portal training)
- Respondent’s adherence to all ethical professional standards as evidenced by active producer licensing and good standing with Connecticut Insurance Department and carriers
- Whether members of the Respondent agency are in good standing as Access Health CT Certified Independent Brokers
- Respondent’s commitment to ongoing servicing of Access Health CT customers throughout the year
- Respondent’s demonstrated knowledge of the Affordable Care Act and Access Health CT’s enrollment process
- Two (2) letters of reference from customers that Respondent successfully enrolled in health care coverage through Access Health CT that can attest to Respondent’s service as an insurance agency and the service provided by such Respondent’s broker
- Respondent’s experience with enrolling and servicing small group health plans

V. Key Dates

Below please find a schedule of key dates for this RFP process.

Activity	Date
RFP Issued	June 27, 2016
Questions from Agencies Received By	July 5, 2016
Answers Posted By	July 8, 2016
Electronic and Binder Submissions Due By	July 18, 2016
Oral Presentations for RFP finalists	July 25, 2016
Vendor Selection	August 5, 2016

VI. Preparation and Submission of Response to RFP

When preparing your response to this RFP, please adhere to the following requirements and guidelines:

1. The Respondent’s proposal should consist of the following sections, in the order listed below:
 - a) Cover letter
 - b) Completed questionnaire – attached to this RFP as Exhibit A
 - c) Description of past work and organizational qualifications that demonstrate Respondent’s suitability to serve as a “Lead Agent”
 - d) Approach and methodology to address items detailed in Section II. Scope of Work
 - e) Certificate of Insurance in the coverage amounts set forth on Exhibit B
 - f) A copy of Respondent’s Producer Agency License
 - g) Biographical sketches for broker personnel that will participate in Lead Agency Program
 - h) Two (2) letters of reference (as described in Section IV. Selection Criteria)
 - i) Disclose any past or present assignments, relationships or other employment that your agency or any employee/broker of your agency 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.
 - j) 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 agency or its predecessors, or any of its present or former members, employees, or associates.
 - k) Completed forms i – iii, listed below:
 - i. Ethics Form 5 – Consulting Agreement Affidavit, attached as **Appendix B** (Selected Respondents(s) will be required to submit an updated Ethics Form 5 dated contemporaneously with Contract execution.)
 - ii. Ethics Form 7 – Iran Certification, attached as **Appendix C**
 - iii. 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**

- l) Respondent's proposal must be signed by an authorized official and shall be a binding commitment that Access Health CT 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 agency to submit and deliver the proposal and subsequently enter into, execute and deliver, and perform the Contract.
2. The proposal should be formatted as follows:
 - Paper size: 8.5 x 11 inches
 - Minimum font size: 11 point (except for footnotes, headers, or footers)
 - One (1) completed binder
 - Electronic version ready for printing: All electronic files submitted must 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
3. Respondent is required to submit:
 - One (1) digital copy of the proposal and all required supporting documents submitted via email in a format compatible with Microsoft Word and affording the user the capability of searching its contents, except that signature pages and forms that are not conveniently available in Word format may be provided in PDF format.
 - One (1) hard copy of the proposal and all required supporting documents organized in a binder in the order specified above by tabbed dividers.

Printed binders and electronic RFP Responses must be received by Access Health CT no later than 4 pm EST on July 18, 2016. The mailing and email addresses where RFP Responses should be sent are listed below:

The Connecticut Health Insurance Exchange
d/b/a Access Health CT
280 Trumbull Street, 15th Floor
Hartford, CT 06103
Attn: Jennifer June

Email: AHCTbrokerrfp@ct.gov

Questions regarding this RFP must be received by Access Health CT no later than 12 noon EST on July 5, 2016. Questions must be emailed to AHCTbrokerrfp@ct.gov. Responses to questions received will be posted on Access Health CT's website (<http://www.ct.gov/hix/cwp/view.asp?a=4298&q=506870>) by 5 pm EST on July 8, 2016.

VII. Freedom of Information

Access Health CT is a quasi-public agency and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§ 1-200, et seq., and especially §§ 1-210(b)(4) and 1-210(b)(5)(B). Due regard will be given to the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all applicable rules, regulations and administrative decisions. If an agency 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 an agency 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. Respondents 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 CT 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. Respondent 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 CT have any liability for the disclosure of any documents or information in its possession that Access Health CT believes are required to be disclosed pursuant to FOIA or any other law.

VIII. Notice of State Certification Requirements

Unless required with submission of this RFP, 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 A**, contemporaneously with the Contract and deliver them together to Access Health CT.
2. Each Respondent must deliver a Consulting Agreement Affidavit (Ethics Form 5), attached as **Appendix B**, with its proposal, and the selected agencies must deliver an updated form contemporaneously with Contract execution. The selected agencies must amend Ethics Form 5 whenever an agency 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 C**, 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 RFP must expressly acknowledge receipt of the State Elections Enforcement Commission’s notice, as attached in **Appendix D**, 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 E**. The applicable certification form must be signed by an authorized signatory of the selected firm(s) and submitted to Access Health CT at the time of Contract execution.

IX. 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 RFP.

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.

X. Rights of Access Health CT

1. All proposals shall become the sole property of the Exchange and will not be returned.
2. Issuance of this RFP does not guarantee that Access Health CT will award a contract to any Responder. Access Health CT reserves the right to withdraw, re-bid, extend or otherwise modify the RFP or the related schedule and process, in any manner, solely at its discretion.
3. Access Health CT also reserves the right to:
 - i. Consider any source of information in evaluating proposals;
 - ii. Omit any planned evaluation step if, in Access Health CT's view, the step is not needed;
 - iii. At its sole discretion, reject any and all proposals at any time; and
 - iv. Open contract discussions with other Respondent(s), if Access Health CT and the first selected Respondent(s) are unable to agree on contract terms.

XI. Disqualification

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

Exhibit A:

Questionnaire

Q1. Name of Agency and Primary Contact
A1.
Q2. Contact information for Primary Contact (including telephone, email and mailing address)
A2.
Q3. Physical location(s) of agency
A3.
<p>Q4. Please review the expected hours of operation below during which brokers and staff will be expected to be available to accept live transfer calls from Access Health CT’s Customer Contact Center. If you agree to provide such support during all such periods please indicate that below by circling “YES” or “NO”.</p> <p>*Please note that the hours listed in the chart below are subject to change. It is anticipated that Lead Agencies will be required maintain the same hours of operation as Access Health CT’s Customer Contact Center given that they will be accepting live transfer calls from the Customer Contact Center.</p>
A4.
(circle one) Yes or No

Proposed Hours of Operation During 2016-2017 Open Enrollment November 15, 2016 – January 31, 2017				
Day of the Week	Broker 1	Broker 2	Broker 3	Administrative Staff
Monday	8:00 – 6:00 PM			
Tuesday	8:00 – 6:00 PM			
Wednesday	8:00 – 6:00 PM			
Thursday	8:00 – 6:00 PM			
Friday	8:00 – 6:00 PM			
Saturday	10:00- 3:00 PM	10:00- 3:00 PM	10:00- 3:00 PM	10:00- 3:00 PM
Sunday				

<p>Q5. Lead Agencies will be required to provide a bi-weekly enrollment report in an Excel spreadsheet prescribed by Access Health CT. This report will, at a minimum, include the following data elements: number of live transfers received, number of resulting enrollments, and certain demographic data such as the prior coverage status of newly enrolled, and number of Broker Service Requests (BSR) requested. Please confirm your agency's willingness to provide such bi-weekly reporting.</p>				
A5.	(circle one)	Yes	or	No
<p>Q6. If selected as a Lead Agency, are you committed to servicing any individual who is live transferred to you from our Customer Contact Center, including households who may be partially Medicaid eligible?</p>				
A6.	(circle one)	Yes	or	No
<p>Q7. Do members of your broker staff, who will be servicing AHCT clients through the Lead Agency Program, possess language abilities other than English? Please indicate how many staff members and the specific languages available to clients.</p>				
A7.	(circle one)	Yes	or	No
<p>Q8. Will the staff members of your agency who will be servicing AHCT clients through the Lead Agency Program hold a valid State of Connecticut Insurance Department Life, Accident/Health Producers license for at least 3 years prior to the date of this RFP?</p>				
A8.	(circle one)	Yes	or	No
<p>Q9. Do you agree to complete advanced Access Health CT worker portal training specific to Lead Agencies and sign any non-disclosure/privacy documents required by Access Health CT in connection with participation as a Lead Agency?</p>				
A9.	(circle one)	Yes	or	No
<p>Q 10. Have you enrolled/successfully reenrolled at least 300 enrollees in health care coverage through Access Health CT's marketplace during the two prior open enrollment periods (i.e., 2015 and 2016 open enrollment)?</p>				
A10.	(circle one)	Yes	or	No

Q11. Using the chart below, please estimate the number of members (not contracts) enrolled by your agency through Access Health CT during the periods listed below:

A11. Estimated Number of Access Health CT Enrollees

Carrier or Plan	Enrollment year	# of Members
ConnectiCare Benefits Inc.	2015	
	2016	
Healthy CT	2015	
	2016	
Anthem (Medical)	2015	
	2016	
United Healthcare	2015	
	2016	
Anthem Stand Alone Dental	2015	
	2016	
Husky/Medicaid/CHIP	2015	
	2016	

Q 12. Have any brokers at the agency been disciplined or under investigation by the State of Connecticut Insurance Department at any point within the 5 years prior to the date of this RFP? (If "yes", please state broker names, violations and dates.)

A12.

(circle one) Yes or No

EXHIBIT B

Insurance Requirements

Respondents must provide a Certificate of Insurance that meets the insurance requirements set forth below. If a Respondent does not have the required insurance coverage at the time proposals are submitted to Access Health CT, such Respondent must provide a Certificate of Insurance evidencing its current insurance coverage and provide a written certification that it will obtain the required insurance coverage, if such Respondent is awarded a contract through this RFP.

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
- ii. Workers' Compensation and Employer's Liability: coverage in compliance with applicable worker's compensation laws. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- iii. Professional Liability: The Lead Agency shall secure and maintain Errors and Omissions coverage in a form acceptable to the Exchange in the minimum amount of One Million Dollars (\$1,000,000) aggregate, and as otherwise required by the Connecticut Insurance Department.

APPENDIX A

Gift and Campaign Contribution Certification (Ethics Form 1)



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

Consulting Agreement Affidavit (Ethics Form 5)

APPENDIX C

Iran Certification (Ethics Form 7)



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

State Elections Enforcement Commission's Notice (Form 10)

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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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.

SEEC FORM 10

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

Click on the link to "Lobbyist/Contractor Limitations"

APPENDIX E

Nondiscrimination Certification for Individual and Business



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

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