



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

**Reputation Enhancement/Public Relations  
And Crisis Communication Support**

**Request for Proposals (RFP)  
August 19, 2016**

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## I. Summary

The purpose of this Request for Proposals (“RFP”) is to select a qualified Respondent to plan, coordinate, and administer Reputation Enhancement/Public Relations and Crisis Communication Support for the Connecticut Health Insurance Exchange D/B/A Access Health CT (“AHCT”).

Since the passage of the Affordable Care Act (ACA) in March of 2010 and Governor Malloy’s signing of Public Act 11-53 in July of 2011, Connecticut has built a state-based marketplace for health care coverage. The primary mission of AHCT is to increase the number of insured residents in Connecticut, promote positive health outcomes, lower costs and eliminate health disparities. AHCT strategy over the past four years has been to get out in front of stories, maintain an open dialog with the public and tell stories of real people benefiting from the ACA while partnering with State Agencies, elected officials and community partners to lower the uninsured rate.

Respondents to this RFP should (i) have experience working with organizations in the healthcare industry, (ii) have a broad understanding of the Connecticut media landscape, (iii) possess knowledge of the political climate in Connecticut and Washington, D.C., and (iv) understand Connecticut community organizations.

Respondents must be able to develop a detailed communications campaign that includes reputation enhancement, crisis communications and targeted messaging to reach key audiences. Examples of work must be included when responding to Section III – 1 of this RFP.

## II. Scope of Work

Over the past 12 months AHCT has issued over 30 press releases in both English and Spanish; generated more than 40 media advisories and 22 statements by AHCT’s CEO; participated in more than 60 earned media interviews; and was mentioned in more than 220 media stories across the country. AHCT seeks full public relations support for Reputation Enhancement/Public Relations Support and Crisis Communications services, as detailed below.

### Reputation Enhancement/Public Relations Support:

- Executing targeted public relations campaigns to generate releases, articles, event listings, publicity for events, promotions and destination activities/campaigns;
- Writing in simple and easy to read English language and format press releases to different media channels in a timely manner;
- Ability to translate all media related materials into Spanish, if needed;
- Conducting daily tracking of local and national media coverage related to AHCT; daily tracking also includes a summary with production of a daily electronic report summarizing volume of coverage and topics and any recommended actions for AHCT;
- Coordinating messaging (e.g. talking points and preparation) and arranging media interviews and speaking engagements for key AHCT staff;

- “Pitching” – personally contacting editors and reporters for coverage based on their editorial calendars or a specific event/topic;
- Writing op-eds and letters to the editor, developing talking points and elevator speeches as requested;
- Planning and coordinating press conferences when appropriate to drive coverage;
- Working with the AHCT’s Social Media Manager to generate publicity, word of mouth and help grow AHCT’s overall social presence and engagement;
- Targeting publicity in different media platforms (e.g. print, TV, radio, online, social etc.);
- Maintaining and enhancing AHCT press kit that includes biographies, headshots, pictures and business fact sheets;
- Monthly reporting of media coverage and outlet for AHCT;
- Media training for Senior Leadership Team and key staff (as requested);
- Proactive outreach for scheduling press interviews, speaking engagements and press event coordination, including press conferences and press conference calls;
- Providing strategic counsel to the CEO of AHCT and other key AHCT departments as needed;
- Suggesting out-of-the-box ideas to promote AHCT’s mission, vision and strategy;
- Meeting with the CEO, Marketing Director and Government & Public Affairs Manager on a weekly basis (in person or over the phone) to provide and discuss weekly updates;
- Participating in other AHCT meetings as requested (e.g. marketing partner meetings).
- Attending all monthly Board of Directors meetings;
- Recommending speaking engagements to key staff members that allow AHCT to get its message out;
- Suggesting community volunteering events for AHCT staff to participate in;
- Creating and maintaining a media calendar including events, press releases, target audiences, timing and other items; and
- Working with the Marketing Director to support campaigns, outreach efforts, events, etc.

#### Crisis Communications

- Building, maintaining and updating a comprehensive crisis communications plan for different scenarios such as a data breach, enrollment channel issues, etc. which includes:
  - Crisis response protocols and guidelines;
  - Early Warning System Blueprint;
  - Trained AHCT spokespeople;
  - Message and communication hierarchy (e.g. who needs to be informed and in what order); and
  - High-priority crisis scenario plans, messages and materials.

### **III. Approach and Methodologies for Scenarios**

Each Respondent should include in its Proposal a detailed explanation of the recommended approach

and methodology for the execution of a Communication Plan for each of the scenarios described below:

**1. Scenarios**

a. Open Enrollment for 2017 begins on November 1, 2016 and in order for consumers not experience a gap in insurance coverage beginning on January 1, 2017 they must enroll by December 15, 2016 at midnight. On Monday, November 28, 2016 AHCT’s website goes down and consumers cannot enroll. Three days later, the website is still not working and AHCT has not identified a resolution. Two weeks pass, the December 15<sup>th</sup> deadline is fast approaching and AHCT has no fix date in sight..

b. AHCT’s call center vendor has an overnight fire in its Connecticut call center location the week before the end of the 2017 Open Enrollment Period (January 31, 2017) enrollment. Subsequently, the Connecticut call center location is destroyed and back-up data cannot be accessed for at least a week.

c. Early on a Sunday morning, you receive a call from AHCT explaining that a Director was involved in a minor accident and was intoxicated at the time of the accident.

**IV. Background and Qualifications**

Proposals must include a summary of past projects that demonstrate Respondent’s ability to successfully perform the work described in Section II – Scope of Work. Respondents should specifically address experiences working in the healthcare industry, a demonstrated knowledge of the Connecticut media landscape, as well as the political climate in Connecticut and Washington, D.C.

Respondents must provide an anticipated staffing plan for this engagement, including biographical sketches of staff who will be engaged, their proposed roles and the amount of time (as a percentage ) they would devote to providing services to AHCT. If there are plans to utilize a subcontractor to perform work, it must be disclosed in the Proposal. AHCT requests that all staffers who will provide the services herein have at least three (3) years relevant healthcare experience.

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

**V. Cost Proposal**

The Cost Proposal must be sent separately from the Proposal.

Please see Section XXIII for additional details.

Respondents must provide a Cost Proposal using the two pricing methods below for Reputation Enhancement/Public Relations Support and Crisis Communications services. Both methods should include pricing with and without Spanish translation and a detailed supporting narrative.

**Rate Card**

Respondents must include a rate card providing the hourly rates and average utilization % for all Respondent personnel and for any third party vendors that the Respondent proposes to use in performing the services. Provide a separate Rate Card for Reputation Enhancement/Public Relations Support and Crisis Communications services.

Staff Title	Hourly Rate	Utilization %

In addition to the Rate Card, include the rate for translation services with a unit of measure (e.x. per word or per press release).

Translation Services	Rate	Unit of Measure

**Monthly Retainer**

Respondents must include a monthly retainer fee, with no cap for the provision of services. The monthly retainer must include cost with and without Spanish translation.

Service	Monthly Retainer Fee	
	English ONLY	English and Spanish Translation
Reputation Enhancement/Public Relations Support		
Crisis Communications		
<b>Total Monthly Retainer</b>		

**Value Added Services**

Provide a Rate Card providing the hourly rates for any additional services the Respondent offers that falls outside of the current project scope.

**VI. Key Dates and Proposal Requirements**

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

Activity	
RFP Issued (open for 10 business days)	08/19/2016
All Questions Due	09/02/2016
All Questions Answered and Posted	09/09/2016
Proposal & Cost Proposal Due Date	09/16/2016
Oral Presentations from Finalists (if requested)	09/23/2016
Respondent Selection	09/27/2016

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. Table of Contents
- c. Executive Summary
- d. Approach and Methodology to Address Scenarios in Section III
- e. Cost Proposal (Submitted Separately)
- f. Biographical Sketches for Key Personnel
- g. Organizational Background & Qualifications
- h. Three References
- i. A Certificate of Insurance that meets the Insurance requirements laid out in the contract, attached as Appendix A
- j. Completed Forms 1-4 listed below

1)IRS Form W-9

2)Ethics Form 5 - Consulting Agreement Affidavit, attached as Appendix C (the selected Respondent(s) will be required to submit an updated Ethics Form 5 dated contemporaneously with contract execution.) –

3)Ethics Form 7: Iran Certification, attached as Appendix E

4)SEEC Form 10 - Acknowledgement of Receipt of the State Elections Enforcement Commission's Notice of Campaign Contribution and Solicitation Limitations, attached as Exhibit D

**2. The Proposal and Cost Proposal should be formatted as follows:**

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

**2. The Respondent must submit the following to the individuals indicated in Section XXIII - RFP Contact and Address:**

- Proposal, excluding Cost Proposal
  - One (1) USB flash drive
  - Eight (8) Hard copies
- Cost Proposal
  - One (1) USB flash drive
  - Three (3) Hard copies

**VII. Reservation of Rights**

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

AHCT also reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in AHCT's view, the step is not needed;
- At its sole discretion, reject any Proposal at any time; and
- Open contract discussions with the second highest scoring Respondent, if AHCT is unable to reach an agreement on contract terms with the highest scoring Respondent.

**VIII. Disqualification**

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

## **IX. Freedom of Information**

AHCT is a quasi-public agency and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§ 1-200, *et seq.*, 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 a Respondent is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally in the proposal that the proposal is proprietary or confidential in nature and therefore not subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a Respondent believes to be exempt from disclosure under FOIA must be specifically identified as such. A 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 even the majority of their Proposal be confidential. Any submitted Proposal will be considered public information once execution of a contract is complete. AHCT has no obligation to initiate, prosecute or defend any legal proceeding and has no obligation to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where exemption is an issue. In no event will AHCT have any liability for the disclosure of any documents or information in its possession that AHCT believes are required to be disclosed pursuant to FOIA or any other law.

## **X. Notice of State Certification Requirements**

- A. The selected Respondent must execute a Gift and Campaign Contribution Certification (Ethics Form 1), attached in **Appendix B**, contemporaneously with the Contract and deliver them together to AHCT.
- B. Each Respondent must deliver a Consulting Agreement Affidavit (Ethics Form 5), attached as **Appendix C**, with its Proposal, and the selected Respondent must deliver an updated form contemporaneously with contract execution. The selected Respondent must amend Ethics Form 5 whenever the Respondent enters into any new consulting agreement during the term of the contract.
- C. 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.

- D. 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 RFP as **Appendix F**. The applicable certification form must be signed by an authorized signatory of the selected Respondent and must be submitted to AHCT at the time of contract execution.
- E. 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 E**, with its proposal.
- F. Pursuant to Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-24 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 RFP as Appendix F. The applicable certification form must be signed by an authorized signatory of the selected firm(s) and submitted to the Exchange at the time of Contract execution

## **XI. Contract Execution**

This RFP is the instrument through which Proposals are solicited; it is not a contract. The selected Respondent must enter into a contract with AHCT substantially in the form of the contract set out in **Appendix A**. If Respondent objects to any provision or term in the form of contract set out in **Appendix A**, Respondent must include such objection in its Proposal and any applicable proposed language. Failure to include any objection in a Proposal shall be considered acceptance of the form of contract set out in **Appendix A**. The selected Respondent's Proposal and this RFP may serve as the basis for additional contract terms or may be incorporated into the contract. If AHCT and the selected Respondent fail to reach agreement on contract terms within a time determined solely by AHCT, then AHCT may commence and conclude contract negotiations with other Respondent(s). AHCT may decide at any time to start the RFP process again.

**XII. Subletting or Assigning of Contract**

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

**XIII. Compliance with Federal, State and Other Requirements**

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

**XIV. Executive Orders**

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

**XV. Conformity and Completeness of Proposals**

In order to be considered acceptable, Proposals must be complete and conform to all material RFP instructions and conditions. AHCT may reject, in whole or in part, any proposal if, in its sole judgment, it determines that the best interests of AHCT will be served by rejection.

**XVI. Presentation of Supporting Evidence**

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

**XVII. Misrepresentation or Default**

AHCT may reject a Respondent's Proposal and void any award resulting from this RFP, if the Respondent makes any material misrepresentation in its proposal or other submission in connection with this RFP.

**XVIII. Oral Agreement or Arrangements**

Any oral agreements or arrangements made by Respondents with any state agency, employees of a state agency, AHCT or employees of AHCT will be disregarded in any proposal evaluation or associated award.

**XIX. Offer of Gratuities**

Respondents must represent that no elected or appointed official or employee of the State of Connecticut or employee of AHCT has or will benefit financially or materially from the contract. The contract may be terminated by AHCT if it is determined that gratuities of any kind were offered to or received by any state officials or employees from the Respondent, the Respondent's agent(s), representative(s) or employee(s). Such action on the part of AHCT shall not constitute a breach of contract by AHCT.

**XX. Validation of Proposals**

Each Proposal must be signed by an authorized signatory of the Respondent and shall be a binding commitment of the Respondent that AHCT may incorporate, in whole or in part, by reference or otherwise, the Proposal into the contract. The Proposal must also include evidence that the person submitting the Proposal has the requisite power and authority on behalf of the Respondent to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform the contract.

**XXI. Ownership of Proposals**

All Proposals (including Cost Proposals) shall become the sole property of AHCT and will not be returned.

**XXII. Errors**

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

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

AHCT may waive minor irregularities found in Proposals or allow the Respondent to correct

them, depending on which is in the best interest of Access Health AHCT. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the Proposal itself and insignificant mistakes that can be waived or corrected without prejudice to other Respondents, as determined in the sole discretion of AHCT.

**XXIII. RFP Contact and Address**

1. The contact person for the purposes of this RFP is:

Kathleen M. Tallarita, Government and Public Affairs Manager

2. Proposals, excluding Cost Proposals, must be sent by the deadline to the following address:

Connecticut Health Insurance Exchange d/b/a Access Health CT  
280 Trumbull Street, 15th floor  
Hartford, CT 06103  
Attention: Kathleen M. Tallarita, Government and Public Affairs Manager

3. Cost Proposals must be sent separately by the deadline to the following address:

Connecticut Health Insurance Exchange d/b/a Access Health CT  
280 Trumbull Street, 15th floor  
Hartford, CT 06103  
Attention: Tricia Brunton, Head of Financial Planning & Analysis

4. All questions and other inquiries must be directed to:

Kathleen.Tallarita@ct.gov (Email)

All questions must be received by **September 2, 2016 at 4:00 PM EST**. Answers will be posted to AHCT's website ([www.ct.gov/hix](http://www.ct.gov/hix)) under the "Contact Us--Doing Business with the Exchange" tab on **September 9, 2016**.

All Proposals and Cost Proposals must be received no later than **4:00 PM EST on September 16, 2016** to be considered.

**Appendix A**

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement"), entered into on this \_\_\_\_ day of \_\_\_\_, 2015 (the "Effective Date"), between the Connecticut Health Insurance Exchange d/b/a Access Health CT, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut, 06103 (the "Exchange") and \_\_\_\_\_, a \_\_\_\_\_ [corporation, partnership, etc.] with an office at \_\_\_\_\_ (the "Contractor").

WHEREAS, the Exchange requires \_\_\_\_\_. This project will support the Exchange's

\_\_\_\_\_;

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

WHEREAS, the Exchange wishes to engage the Contractor to perform the Services.

NOW, THEREFORE, the parties agree as follows:

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

- b) Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice). Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 8(a) below) in its possession, custody or control; with the exception of one copy being retained to keep record of obligations but subject to confidentiality obligations set forth herein, as soon as possible and no later than thirty (30) days following the receipt of a written termination notice, together with a final invoice for Services performed to date.
- c) The Exchange shall, within forty-five (45) days of final billing, pay the Contractor for Services completed to the reasonable satisfaction of the Exchange and any out-of-pocket costs to which the Contractor is entitled pursuant to Schedule I. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.

5. Payment.

- a) The Exchange agrees to compensate the Contractor as set forth in Schedule I.
- b) Compensation will be paid only after the submission of itemized documentation in a form acceptable to the Exchange. Unless otherwise specified in Schedule I, the Contractor shall bill the Exchange on a monthly basis with payment due no sooner than 30 days from receipt of the invoice. The Exchange may, prior to authorizing payment under this Section, require the Contractor to submit such additional accounting and information as it deems to be necessary or appropriate.
- c) The Exchange agrees to reimburse the Contractor for those out-of-pocket disbursements and expenses (at cost), as are detailed in Schedule I, or as otherwise approved in writing in advance by the Exchange. The Exchange shall not reimburse the Contractor for any overhead-related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, proofreading staff, meals and in-state transportation costs. The Contractor shall be reimbursed for reasonable expenses for transportation, parking and reasonable lodging and meals associated with interstate travel (specifically excluding first or business class airfare), as approved in writing in advance by the Exchange. Reimbursable interstate travel shall not include travel to meet with staff of the Exchange, and all such meetings shall be conducted in Hartford, Connecticut unless otherwise specified by the Exchange.
- d) In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under this Agreement against those undisputed amounts that are due or may become due from the Exchange to the Contractor under this Agreement or any other agreement that the Contractor has with the Exchange. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of this Agreement, all of which remedies shall survive any setoffs.

6. Cross Default.

- a) If the Contractor breaches, defaults or in any way fails to perform satisfactorily under this Agreement, then the Exchange may treat any such event as a breach, default or failure to perform under any other agreements or arrangements ("Other Agreements") that the Contractor has with the Exchange. Accordingly, the Exchange may then exercise any and all of

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

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

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

- a) The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services;
- b) The Contractor and Contractor Agents duly and validly exist under the laws of their states of organization and are authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;
- c) The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;
- d) Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;
- e) Neither the Contractor nor any Contractor Agent has been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;
- f) Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above; and
- g) None of the Contractor's prior contracts with any governmental entity has been terminated by the governmental entity for cause.

8. Records/Intellectual Property.

- a) The term “Records” means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.
- b) The Contractor, upon the request of the Exchange, shall promptly give to the Exchange all original Records, or, in the sole discretion of the Exchange, copies thereof. The Contractor shall otherwise maintain all original Records, or copies thereof, for a period of ten (10) years after the termination of this Agreement. Unless the Exchange designates otherwise in writing, all Records are the exclusive property of the Exchange and no one else shall have any right, including, but not limited to, any copyright, trademark or other intellectual property rights, in those Records. 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 the Records and all work product resulting from the Services rendered by Contractor and Contractor Agents under this Agreement and all copyright and other intellectual property rights therein. The Contractor represents and warrants that the Services and any work product resulting from the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

9. Insurance.

- a) Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:
  - 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. Automobile Liability: Contractor shall maintain automobile coverage in the amount of \$500,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.
  - iii. Workers’ Compensation and Employer’s Liability: Contractor shall maintain 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 Disease - each employee.

- i. Professional Liability: Contractor shall maintain Errors and Omissions coverage in a form acceptable to the Exchange in the minimum amount of Two Million Dollars (\$2,000,000) aggregate, with a deductible not to exceed Ten Thousand Dollars (\$10,000).
- b) All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies having a Best's rating of A- or better or equivalent rating by Fitch or S&P. The Exchange and the State shall be named as additional insureds on the Commercial General Liability and Professional Liability policies described above. Coverage required under this Agreement shall be primary over any insurance or self-insurance program carried by the Exchange or the State. The insurance policies required hereunder shall include provisions preventing cancellation or non-renewal without at least 45 days (10 days for nonpayment of premium) prior notice. Contractor shall provide certificates evidencing the insurance coverage required by this Agreement to the Exchange upon execution of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the Exchange certificates of insurance evidencing renewals thereof.

10. Indemnification.

- a) The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, directors, representatives, agents, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any form including without limitation any third party infringement claims; claims arising out of the acts or omissions of Contractor Agents or claims arising out of a breach of the Contractor's representations and warranties.
- b) The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

11. Independent Contractor. The Contractor is an independent contractor of the Exchange. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and the Exchange. The Contractor shall be solely liable for all wages, benefits and tax withholding for itself and shall comply with all applicable tax laws. Neither party is an agent of the other and neither party shall have any authority to bind the other.

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

13. Notice of Special Compliance Requirements. The Contractor shall comply with all provisions set forth on Schedule II with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, and Applicable Executive Orders of the Governor.

14. Confidentiality.

- a) In the event and to the extent that the Contractor or its Contractor Agents have access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data and personally identifiable information, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form (“Confidential Information”), the Contractor agrees, for itself and its Contractor Agents, to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange’s prior written consent. The Contractor and its Contractor Agents shall comply with all applicable laws regarding personally identifiable information, including without limitation, the privacy and security standards and obligations adopted in accordance with 45 C.F.R. § 155.260(b)(3), and those privacy and security standards and obligations are hereby incorporated into this Agreement by reference. If the Contractor or its Contractor Agent is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.
- b) With respect to the Contractor’s obligations to maintain the privacy and security of personally identifiable information:
  - i) The Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls;
  - ii) The Contractor shall promptly inform the Exchange of any change in its administrative, technical or operational environments that would require an alteration of the standards of this Agreement; and
  - iii) The Contractor shall bind any subcontractor to the same privacy and security standards and obligations to which the Contractor has agreed in this Agreement.
- c) The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act (“FOIA”). As a result, information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, may not be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

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

**If to the Exchange:**

Connecticut Health Insurance Exchange  
280 Trumbull Street  
Hartford, CT 06103  
Attention: Director of Legal Affairs and Policy

**If to the Contractor:**

16. Miscellaneous.

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.
- b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Contractor may not assign this Agreement or delegate its duties without the Exchange's prior written permission. Any other assignment in violation of this provision will be null and void. The Exchange may transfer or assign its rights and obligations under this Agreement without the prior written consent of the Contractor. This Agreement shall not be binding on the Exchange, and the Exchange shall assume no liability for payment for Services, unless and until a copy of the Agreement, executed on behalf of each party, is delivered by the Exchange to the Contractor.
- c) If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, provided that neither party would then be deprived of its substantial benefits hereunder.
- d) The Exchange and the Contractor shall not be excused from their obligations to perform in accordance with this Agreement except in the case of force majeure events and as otherwise provided for in this Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the reasonable control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- e) The Contractor shall not refer to the Services provided to the Exchange hereunder for the Contractor's own advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Exchange's prior written approval.
- f) The Contractor shall cooperate with any and all audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon written request, provide billing in a format which will facilitate audit or review.

- g) The Contractor shall continue to perform its obligations under this Agreement while any dispute concerning this Agreement is being resolved, unless otherwise instructed by the Exchange in writing.
- h) Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.
- i) The parties acknowledge and agree that nothing in any request for proposal or this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.
- j) The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.
- k) Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination, including without limitation, any assignment, license, confidentiality and indemnification obligations.
- l) This Agreement, including all exhibits and schedules hereto, constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.
- m) No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.
- n) This Agreement may be executed in any number of counterparts and by facsimile or e-mailed signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

[Signature Page Follows]

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

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Title:

**[CONTRACTOR]**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Title:

## Schedule I

### Purpose

### Services

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

### Staffing

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

### Administration

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

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

### Deadlines/Timeline

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

### Compensation

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

[INSERT RATE TABLE]

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

The Exchange agrees to reimburse the Contractor for the cost of the following out-of-pocket disbursements and expenses: long distance telephone calls, conference calls, delivery services, filing fees, computer research and out-of-state travel-related expenses.

## Billing

The Contractor shall submit invoices to the Exchange on a monthly basis. Invoices shall, at a minimum, include the Contractor name and Federal Employer Identification Number, the billing period, the name and title of the individual providing the services, the dates worked, the number of hours worked each day (billed to the tenth of an hour within a single workday) with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that individual's work during the billing period.

Invoices for expenses shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. All expenses will be reimbursed at cost.

## Schedule II

### A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Schedule II, 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, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each Respondent 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-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, Respondent 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 Respondent as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

#### B. Certain State Ethics Requirements

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix B. 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.

**Appendix B**

Ethics Form 1: State of Connecticut Gift and Campaign Contribution



## 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 C**

Ethics Form 5: Consulting Agreement Affidavit



**Appendix D**

SEEC Form 10: Notice of Campaign Contribution and Solicitation Limitations

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



## 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

Rev. 1/11

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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.

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3



## 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**

Ethics Form 7: Iran Certification Form



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 F**

Nondiscrimination Forms

A (Representation by Individual) and C (Affidavit by Entity)



**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**