REQUEST FOR PROPOSAL (RFP)

LONG TERM CARE

SUPPLEMENTAL BENEFITS PROGRAM

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
55 ELM STREET
HARTFORD, CT 06106-1775

Rev. 10/06/2010

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I. STATEMENT OF OBJECTIVES

In accordance with Section 3-123g of the Connecticut General Statutes, the State of Connecticut, Office of the State Comptroller's (OSC) Vendor Advisory Committee (VAC), will be considering submissions from vendors interested in providing long term care insurance coverage under the Supplemental Benefits Program (Program) to State employees and retirees, the cost of which will be remitted to such applicants through voluntary payroll deductions. Based upon the Committee's recommendations, the Comptroller intends to authorize the selected applicants to market approved products and services to State employees and retirees under stipulated terms and conditions for a period of four years commencing January 1, 2011 and expiring December 31, 2014. The contract will include a clause that reserves the right to renew the contract for up to an additional one year period at the conclusion of the contract term. This right will be exercised solely at OSC's discretion. The State reserves the right to award or reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served. All proposals will be kept sealed and safe until the deadline for submission has passed. Only policies approved under the Connecticut Partnership for Long Term Care will be considered.

II. BACKGROUND

Under the current Program, MetLife markets a group long term care insurance policy to State employees and retirees. General information regarding MetLife's policy may be obtained from the Connecticut State Insurance Department, Life and Health Division, where it is approved and filed.

UNUM was a previous provider of the LTC coverage for State employees and retirees. Accordingly participants currently holding a UNUM policy continue to make premium payments via payroll or pension deductions. MedAmerica administers the group long term care insurance policy for existing UNUM policy holders. General information regarding UNUM's long term care policy may be obtained from the Connecticut State Insurance Department, Life and Health Division, where it is approved and filed.

For Connecticut residents the policy to be offered must be an approved Connecticut Partnership for Long Term Care policy. Policies not yet approved under the Partnership must demonstrate that they would be approvable under the Partnership. The description of the policy features and premiums should reflect a Partnership or Partnership-approvable plan. The policy must be a comprehensive policy covering home and community-based services, assisted living and nursing home benefits. For non-Connecticut residents the policy to be offered must be identical to coverage offered to Connecticut residents except that it will not be a Partnership policy. The carrier chosen for this offering shall agree to allow any non-Connecticut resident who purchased under this offering to switch to a Partnership policy, without medical underwriting, if the non-Connecticut resident at some future date becomes a Connecticut resident. Further information regarding the Connecticut Partnership for Long Term Care is available at the following web site: www.ctpartnership.org

III. LEVEL OF ACTIVITY

The State of Connecticut currently employs approximately 55,000 State employees of which approximately 50,000 would be eligible for the long term care program. As of June 30, 2010 there were 704 active State employees participating through payroll deduction under MetLife's group long term care program, remitting $1,613,950 annually. MetLife indicates that there are 75 retiree contracts in force, generating monthly premiums of approximately $19,814.

As of June 30, 2010 there were 633 active State employees participating through payroll deduction under UNUM's group long term care program remitting $478,234 annually. There are 250 UNUM retiree contracts in force, generating monthly premiums of approximately $26,448.

IV. PROPOSAL SUBMISSION REQUIREMENTS

A. Contractors must adhere to all requirements outlined in this RFP. Failure to do so will result in rejection of the RFP response.

B. The Contractor shall submit an original plus eight (8) copies of its proposal in loose-leaf binders. Hard copies must also be accompanied by electronic copy on a CD or DVD. Proposals shall be submitted to:

STATE OF CONNECTICUT
Office of the State Comptroller
Attention: Araceli Alvarez
Supervisor, Employee Benefits Unit
HealthCare Policy & Benefit Services Division
55 Elm Street
Hartford, CT 06106

C. To assist carriers in developing proposals, a specially prepared State employee database will be made available upon request. This database identifies employees by employment number, and for each provides: a) date of birth; b) date of hire; c) sex; d) biweekly salary – if applicable to product e) zip code of residence f) monthly pension amount – if applicable to product. The database will be transmitted electronically and may obtained by requesting it no later than 4:30 pm on Wednesday, October 13, 2010 in writing to the VAC at: osc.suppbenprgm@po.state.ct.us

Vendors with questions regarding the proposal must submit them in writing addressed to the VAC at: osc.suppbenprgm@po.state.ct.us by 2:00 PM on Wednesday, October 13, 2010. It is expected that the VAC will provide responses to those questions submitted by the deadline date by October 20, 2010.

D. Except as called for in this RFP, vendors may not communicate with the OSC or the HealthCare Policy & Benefit Services Division of the OSC about the RFP until a vendor has been selected.

E. Final responses must be in writing and received by 2:00 PM on Wednesday, November 10, 2010.

F. Freedom of Information Act and Confidential Information. All proposals submitted in response to this RFP are to be the sole property of the State and subject to the terms of the Connecticut Freedom of Information Act (FOIA) and its corresponding rules, regulations and interpretations. Those particular sentences, paragraphs, pages or sections that the bidder believes are proprietary or confidential in nature, and therefore exempt from disclosure under the FOIA, must be specifically identified as such. If the bidder indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Division will endeavor to keep said information confidential to the extent permitted by law. The Division however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The bidder shall have the burden of establishing the FOIA exemption in any proceeding where it is an issue. In no event shall the Division or the State have any liability for the disclosure of any documents in its possession which the State or the Division believes are required to be disclosed pursuant to the FOIA or other requirements of law. Note that the OSC will reject any proposals marked in their entirety as confidential or proprietary.

Copies on a CD ROM (Redacted): Any vendor that claims its proposal contains confidential information that is exempt from disclosure under the Freedom of Information Act shall submit two (2) copies of a CD ROM of its entire proposal (including all attachments) in a form compatible with Microsoft WORD, current version, with: (1) all confidential and propriety information redacted; (2) a description of those particular sentences, paragraphs, pages or sections that the bidder believes are exempt from disclosure under the FOIA; and (3) an explanation and rationale sufficient to justify each exemption. Should the Division receive a FOIA request for the proposal, the Division will provide a copy of the CD containing the redacted proposal. Failure to provide a redacted CD will signify the bidder's agreement that all submitted information may be disclosed pursuant to the FOIA.

G. The contractor is expected to respond to each of the following:

1. **Title Page**

A title page indicating the date, subject, name of the Contractor, central office address and the local office address (if a local office will be performing the contracted services) and the mailing address, e-mail address, telephone number, name and title of the Contractor's contact person for the purpose of clarifying any information submitted.

2. **Organizational Structure**

A general description of the Contractor's organization, including the legal structure (corporation, partnership, franchise, etc.), the number of professional and support staff employed and the primary business functions (benefits consulting, actuarial consulting, asset management, insurance provider, etc.).

3. **Contractor Experience/Description**

A description of the Contractor that will underwrite the long term care coverage including the Contractor's experience specific to the services requested in this RFP, along with the relevant experience of the staff/principal(s) who would be assigned to this project. List all comparable governmental agencies, corporations, and organizations that the staff members designated for the engagement of services sought by this RFP have provided these services to within the past two (2) years, specifying those with a unionized workforce. In addition, the listing should include the number of years that the Contractor has been retained by comparable governmental agencies, corporations, and organizations to provide such services. Contractors are encouraged to identify other experience, factors, or strengths that they possess which may assist the State in its selection process.

4. **Financials:**

Each carrier must provide detailed information on the financial standing of the insurer proposing to offer the plan, including its most recent financial ratings from the independent rating agencies, such as A.M. Best Company, Standard & Poors and Moody's. If the insurer offers multiple lines of insurance, please describe the overall financial status of the insurer and specific financial information regarding the insurer's long-term care insurance portfolio. Each carrier must also provide a listing of all requests they have made in the past for rate increases for their long-term care insurance policies, both in Connecticut and nationwide. The listing should note the state the request was made in, the amount of the request, whether the request was granted and, if so, the amount of increase granted.

5. **Policy Description:**

Each submission must contain a complete description of the features of the long term care insurance policy, whether group or individual, being offered for review by the VAC. This description must specifically address the policy's:

a) Underwriting criteria. Specifically, will there be a guaranteed issue feature and who would be eligible? Will there be any sort of simplified or modified underwriting criteria utilized and who would be eligible? What length open enrollment period for any guaranteed issue or simplified/modified underwriting will be available, and for whom (i.e. all employees or just certain employees)? Who will be subject to normal underwriting?
b) Treatment of pre-existing conditions (if any)
c) Waiting period (if any)
d) Availability of policy to employee's family members (if any)

e) Portability (if any)

Where the Connecticut State Insurance Department has approved a policy, a copy must be submitted, along with the date of approval and applicable form numbers. Where the policy has yet to receive Insurance Department approval (for instance, because the policy is being written for the specific purpose of this RFP or otherwise awaiting administrative action) a draft copy must be submitted. Each submission must clearly state the program discount associated with such offering. Include whether the policy is Connecticut partnership approved or awaiting Connecticut partnership approval.

6. **Plan Features:**

a) Describe when premiums are waived for Home and Community-Based Care. Describe whether the Elimination Period must be met first and whether the waiver of premium is calculated based on service or calendar days.

b) Describe when premiums are waived for Nursing Home benefits. Describe whether the Elimination Period must be met first and whether the waiver of premium is calculated based on service or calendar days.

c) Indicate whether Assisted Living Benefits are considered a Home and Community-Based Benefit or a Nursing Home Benefit. In addition, note whether Assisted Living Benefits are provided at a different benefit level from those for Home and Community-Based or Nursing Home Benefits. If benefit levels differ, specify whether they differ in allowable covered services, eligibility criteria, or dollar limits for specified services.

d) Describe what levels of coverage are available to purchase both in terms of daily benefits (please note if different benefit levels are available for different types of benefits, i.e. Home and Community-Based Care vs. Nursing Home) and lifetime benefits.

f) Describe whether Home and Community-Based benefits will be paid on a daily, weekly or monthly basis and whether the enrollee has the choice among payment options. For instance, if the standard payment option is a daily benefit, will the enrollee be allowed to choose a weekly or monthly option? Include the premiums for such options with the other premiums noted above.

g) Describe the Respite Care benefit under the policy. How many days are covered and in what settings? What eligibility criteria are applied to the Respite Care benefit?

h) Describe the Elimination Period options available under the plan. Note if there are different Elimination Periods for Home and Community-Based benefits, Assisted Living, and Nursing Home benefits. In addition, note whether the Elimination Period is counted in calendar or service days.

i) Note whether the Elimination Period is lifetime, i.e. the Elimination Period need only be met once and days counted towards the Elimination Period during one period of care are accumulated with other periods of care to meet the overall Elimination Period.

j) Describe what non-forfeiture options will be available under the plan.

k) Provide a detailed description of the benefit triggers to be used under the plan. Note that the plan must include the standard benefit triggers required under the Partnership.

l) How are Partnership-required case management benefits paid for under the plan? Do initial assessment and care plan fees reduce the enrollee's lifetime benefits? Do other case management costs reduce lifetime benefits?

m) Does the plan include a Restoration of Benefits provision? If so, please describe how the provision works. Is the provision included in the plan or offered as a Rider?

n) Does the plan include a Bed Reservation benefit? If so, how does it work? Does it cover absences from an Assisted Living facility in addition to absences from a Nursing Home?

o) After one is issued the plan indicate whether coverage caused by a mental or nervous disorder will be covered. Are there diagnoses excluded from coverage?

p) Provide a complete description of all benefits that will be available under the plan. What home and community-based services are covered? For example, are the following services covered, and if so, at what levels: adult day care, meals on wheels, emergency response systems, or alternate plans of care? Note if there are varying benefit levels for a particular benefit, i.e. a lifetime cap on caregiver training. Be as detailed as possible. For instance, for assisted living benefits, note whether room and board and services are covered or just services.

q) Provide a complete description of any other provisions that will be available either as a standard provision in the Plan or as a Rider.

r) Will there be a Joint Life or some sort of shared benefit option available to spouses? If so, will these same options be available for domestic partners?

s) Are benefits payable to individuals or service providers outside of the United States? If so, specify where benefits are payable and whether there are any restrictions for benefit payments made outside the United States.

t) Describe the policy's inflation protection coverage. Note, in Connecticut 5% compound inflation is mandatory.

7. **Premiums:**

Each submission must contain a full schedule of premiums along with the representation that such premiums will be guaranteed for the contract term proposed. Indexed premiums will not be allowed.

a) Provide premiums for all ages, options and riders available under the plan (including any joint life or shared benefit options – see item below under "Benefits and Features"). Premiums should be shown for all available payment options, i.e. biweekly payroll deduction, monthly retiree deduction and direct payment options for family members (see item below on modal factors). In addition, describe any discounts, such as spousal discounts, that might be available under the plan.

b) State whether any spousal discounts will also be available to civil union marriages.

c) Include an actuarial memorandum along with the rates detailing how the rates were developed, and specifying all assumptions, such as lapse rates, that were utilized. Provide a detailed description of the costs, such as marketing costs or commissions that were factored into the development of the premiums.

d) Include a description of any paid-up options that will be available under the plan. For example, lump sum, 10 year, 20 year, etc. options. Also include premiums for any paid-up options.

e) Describe what payment options will be available to eligible family member enrollees on a direct pay basis and the modal factors, if any, applicable for each option; monthly, quarterly, or some other term. The VAC reserves the right to reject any a proposal that includes a modal factor.

f) Describe what modal factor, if any, exists for biweekly payroll and monthly retiree deductions. Is there an additional cost to the employee or retiree for the payroll or retiree deduction, compared to paying an annual premium directly to the insurer? Is there a savings to the employee or retiree for using payroll or retiree deduction? The VAC reserves the right to reject any a proposal that includes a modal factor.

g) If currently offering a Partnership policy in Connecticut, note how the premiums proposed for the State offering plan compare with your existing Partnership plan.

The State is not responsible for any costs incurred by any party in responding to this RFP.

The State of Connecticut is exempt from the payment of excise, transportation, and sales tax imposed by the Federal Government and the State; accordingly, such taxes must not be reflected in the proposed price.

8. **References**

Provide the names, addresses, and phone numbers of past and present customers who can serve as references. References should include managers and union officials who have worked directly with the Contractor in engagements similar to the scope of the work proposed in the RFP.

9. **Computer Systems**

Each submission must provide a description of on-site computer system Contractor will be using.

10. **Backup Equipment**

Describe the alternative backup for all equipment which may be used by Contractor.

11. **Subcontracts**

Identify the subcontractor(s), if any, to be utilized in meeting the service requirements of the RFP and a listing of the specific tasks to be assigned to the subcontractor(s).

12. **Recommended Work Plan**

Provide a statement of the Contractor's capacity to provide each of the deliverables specified in this RFP within the expressed time frame.

13. **Remittance File Layout/ Submission Requirements**

The selected Contractor must conform to the file layout requirements of the State of Connecticut Core-CT system outlined in Attachment 1.

In addition, all respondents must confirm that they can access the Core-CT portal address from the Production Supplier Portal URL:

https://corect.ct.gov:10400/psp/PSPRD/?cmd=login and the Test Supplier Portal URL: https://corect.ct.gov:15000/psp/PSTPR/?cmd=login.

14. **Sole or Multi Vendor Arrangement**

Each response must clearly stipulate whether its terms are applicable to a sole vendor arrangement (meaning one Contractor would be selected to market the Program) or a multi-vendor environment (meaning more than one Contractor would be selected), or both. Where a Contractor is agreeable to participating in both a sole vendor arrangement and a multi-vendor environment, indicate clearly the resultant impact, if any, on its fee schedule.

15. **Transition Plan**

In the event that the incumbent Contractor is not selected such incumbent's payroll deducted premiums would cease. Accordingly, all responses, other than the incumbent's, must include a transition plan for employees currently purchasing the long term care

product. The employee has the option not to purchase long term care coverage from the new carrier.

16. **Contract Term**

For purposes of this RFP, it is anticipated that this contract will be written for a term of four years from January 1, 2011 to December 31, 2014.

17. **Sales and Marketing**

Proposals must contain a work plan for marketing the Program to employees located throughout the State. Each Contractor must provide a proposed plan for marketing its products to employees located in agencies, like the Department of Corrections and Department of Public Safety, where on-site visits are not feasible.

Resources that will be dedicated to these purposes must be identified and internet links, sample sales and marketing materials, such as descriptive brochures, CD's/DVD's, letters, presentations and enrollment forms should be provided. Note that any sales and marketing fees must be rolled into the pricing structure.

A sample of any relevant publications, reports, policy and procedural recommendations, memoranda, etc. from previous consulting engagements that the Contractor transmits to clients on a regular basis concerning the scope of work proposed in this RFP.

18. **Acknowledgement**

Each proposal must contain the Contractor's acknowledgement that it accepts as final the determinations of the State Comptroller.

19. **State Specific Toll Free Number**

Each Contractor will be expected to operate a State-specific toll free number during the entire contract period.

20. **Reporting**

Each Contractor will be expected to provide ongoing reporting relative to product(s) offered for participating employees.

21. **Web Site**

Each Contractor must specify and include samples of a State specific web site relative to the product(s) offered.

22. **Conflict of Interest**

Disclose any current or past (within the last ten years) business relationships which may pose a conflict of interest.

23. **Regulatory Issues**

Disclose any regulatory problems experienced in the past ten years.

24. **Affirmative Action**

The proposal must include a summary of the Contractor's experience with Affirmative Action including a summary of the Contractor's affirmative action plan and the Contractor's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

a. The Contractor's success in implementing an affirmative action plan;

b. The Contractor's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;

c. The Contractor's promise to develop and implement a successful affirmative action plan;

d. The Contractor's submission of employment statistics contained in the "Workforce Analysis Affirmative Action Report," indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and

e. The Contractor's promise to set aside a portion of the contract for legitimate small Contractors and minority business enterprises, where applicable (See C.G.S. 32-9e).

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900, please click on the four forms indicated below to download the pdf files from the CHRO web page:

- ***Notification to Bidders***
  This document gives notice that the contract to be awarded is subject to the contract compliance requirements mandated by State statutes and regulations.

- ***Workforce Analysis Affirmative Action Report-State Contractors***

This employment information form is used to report the racial and sexual composition of a firm's or corporation's workplace. The form must be completed by the Contractor and submitted with the proposal.

- ***Affidavit for Certification of Subcontractors as Minority Business Enterprises***
  Upon award of a contract, this form is used to document the good faith efforts of a Contractor to include minority business enterprises as subcontractors (including suppliers) on the State contract.

- ***Contract Compliance Notice Poster***
  This notice concerns the prohibition of discrimination in employment practices. Upon award of a State contract, the notice must be posted by the Contractor in conspicuous places accessible to all employees and applicants for employment.

  More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at www.state.ct.us/chro under "Contract Compliance."

25. **Authorized Agent**

An authorized agent for the Contractor with authority to negotiate and contractually bind the Contractor must sign the proposal; such individual's title, mailing address, e-mail address and telephone number must also be provided.

26. **Gift Certification and Campaign Affidavit**

The Contractor is required by the Office of the State Comptroller to provide affidavits detailing any gifts and campaign contributions, as that term is defined in Section 1-79(e) of the Connecticut General Statutes, given to officers or employees of the OSC for the two year period preceding the issuance of the RFP. The affidavits are required to be submitted as part of the contractor's response.

The Gift Certification and Campaign Affidavit are provided as Attachments 2 and 3 to this RFP.

At the contractor's option, an Executive Summary may be included with the Proposal.

V. STANDARD CONTRACT TERMS AND CONDITIONS

Be advised that the State has certain contract requirements. Contractors responding to this RFP must adhere to the Comptroller's contract requirements, as set forth in a sample contract attached hereto as Attachment 4, and must affirmatively state their willingness to adhere to these terms and conditions in a transmittal letter appended to their proposal response.

1. **Timing and Sequence** - All timing and sequence of events resulting from this RFP will ultimately be determined by the State.

2. **Stability of Proposed Prices** - Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of the Contractor proposals.

3. **Oral Agreements** - Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.

4. **Amending or Canceling Requests** - The State reserves the right to amend or to cancel this RFP prior to the due date and time, if such action is deemed to be in the best interest of the State.

5. **Rejection for Default or Misrepresentation** - The State reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.

6. **State's Clerical Errors in Awards** - The State reserves the right to correct inaccurate awards resulting from its clerical errors.

7. **Rejection of Qualified Proposals** - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

8. **Changes to Proposal** - No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the State may be required at the Contractor's expense.

9. **Collusion** - By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.

   No Contractor or Contractor's representative may contact an employee of the State or their representatives regarding their proposal until final selections have been have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.

10. **"Not to Exceed" Quotations** – All cost estimates will be considered as "not to exceed" quotations.

11. **Contractor's Conference** - There will be no Contractors' conference.

Additionally, please be advised that the State will require the following provisions:

The contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws. Under no circumstances may State contract contain limited liability and/or binding arbitration provisions. The State will not indemnify a Contractor or waive its sovereign immunity.

Contractor shall advise the State promptly, in writing, of any labor related occurrence known to Contractor involving Contractor's employees which may reasonably be expected to affect Contractor's performance of services under this agreement. Notwithstanding such occurrence, the Contractor shall at all time assign competent personnel/staff to perform the services contracted for under this agreement. If at any time the State in its sole discretion determines that the personnel/staff assigned to perform the services under this agreement is incompetent, dishonest or uncooperative, State reserves the right to request that Contractor reassign personnel/staff and arrange for an employee(s) or subcontractor(s) satisfactory to State to provide the services otherwise performable by the Contractor hereunder.

Contractor shall review any requests by State to reassign personnel/staff. In requesting such reassignment of personnel/staff, State shall give thirty days (30) notice to Contractor of State's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to resolve the situation to the mutual satisfaction of the parties. Should the parties not reach a mutual resolution, then fifteen (15) days thereafter, or thirty (30) days from the date of the notice of reassignment, the State may terminate this agreement by providing written notice.

VI. EVALUATION OF PROPOSALS

Each Proposal will be evaluated by a screening committee against the following criteria to determine which Contractor is most capable of implementing the State's requirements.

1. The benefit of the product or service to State employees.

2. The price or rate of the product or service including the competitiveness of proposed cost.

3. The skill, ability, competence and integrity of the Contractor and Contractor's personnel to deliver such product and service, including the Contractor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort.

4. The past performance of the Contractor. In considering past performance, the VAC will evaluate the skill, ability and integrity of the applicant in terms of the

applicant's fulfillment of past contract obligations, and experience or lack thereof in delivering the same or similar products and services.

5. At the Comptroller's option, presentation to a screening committee.

6. Any other information the VAC or the Comptroller deems necessary.

ATTACHMENTS

Core-CT	*Information for vendors that exchange data with CT*

Inbound files to Core-CT

Transactions are sent in biweekly – due in on Friday payday *.

The transactions are sent in XML format – see dpy470/Payroll Input/ Inbound Interface at: http://www.core-ct.state.ct.us/hrint/layouts/

Outbound files to the vendor

Deduction remittance files and reports are sent to the vendors biweekly – normally available no later than the Thursday before payday.

The deduction remittance file is in XML format – see dpyi02/Deduct Remit 3rd Parties/ Outbound Interface at: http://www.core-ct.state.ct.us/hrint/layouts/

The deduction remittance report is in PDF format.

File exchange protocols

There are currently two approved methods for exchanging files:

Vendor logs into the secure Core-CT Production Supplier Portal via https to upload and download files.

FTP w/PGP – the State and the vendor can exchange files using FTP w/PGP – we will use the vendor's server.

Testing requirements

At least one test cycle will be completed successfully prior to going live.

Access to the Core-CT Supplier Portal by the vendor is required to successfully complete the test, even if FTP w/PGP will be used in Production. The Core-CT Supplier Portal uses a non-standard port (10400 for Production, 15000 for Test) and that may require action by the vendor's Tech Support area to accomplish this.

Production Supplier Portal URL: https://corect.ct.gov:10400/psp/PSPRD/?cmd=login

Test Supplier Portal URL: https://corect.ct.gov:15000/psp/PSTPR/?cmd=login

* See http://www.core-ct.state.ct.us/hrint/schedules/2010.htm for the 2010 Processing Schedule (for sample purposes).

COMPTROLLER'S GIFT CERTIFICATION

I, _____, as the individual executing the contract hereby certify that, during the two years preceding the date of this affidavit, neither I, nor principals or key personnel of _____ (company name) who participated directly, extensively and substantially in the preparation of this response to the request for proposal, the subsequent negotiation or award of this contract have provided or caused to be provided any gifts, as defined in Connecticut General Statutes, Section 1-79(e), except as set forth below, including a gift for the celebration of a major life event as set forth in C.G.S. §1-79(e)(12) or any items of value for which full payment has not been made, to a state official or employee of the Office of the State Comptroller who participated directly, extensively and substantially in the preparation of bid solicitations or in the negotiation of the contract or award:

Name of Recipient	**Value of Gift/Item**	**Date of Gift/Item**	**Description**

Further, neither I nor any principals or key personnel, nor any agent of the above, knows of any action by _____ (company name) to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of the company, nor any agents of the above, to provide a gift, in violation of the Ethics Code, to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

_____	_____	_____
Signature	Print Name	Date

Subscribed and sworn before me on this ____ day of _____, 200_.

_____
Commissioner of the Superior Court/
Notary Public

COMPTROLLER'S CAMPAIGN AFFIDAVIT
FOR STATE CONTRACTS

I,_____, as the company official authorized to execute the attached contract hereby swear that in the two years preceding the negotiations on this contract, neither I nor a principal or key personnel of the company/firm who participated directly, extensively and substantially in the negotiation of this contract, nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined by C.G.S. §9-333b, except those listed below (include candidate name, date of contribution, contributor and amount of contribution):

_____

_____

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

_____	_____	_____
Signature	Print Name	Date

Subscribed and sworn before me on this ____ day of _____, 200_.

_____
Commissioner of the Superior Court/
Notary Public

AGREEMENT FOR THE STATE OF CONNECTICUT VOLUNTARY SUPPLEMENTAL BENEFIT PROGRAM PAYROLL DEDUCTION SLOT

This Agreement ("Agreement") for the State of Connecticut Voluntary Supplemental Benefit Program ("Program") payroll deduction slot is made and entered into as of the 1st day of January, 2011 ("Effective Date") by and between the State of Connecticut ("State") by and through Office of the State Comptroller ("Comptroller" and/or "Agency"), and _____("Carrier" and/or "Contractor").

WITNESSETH THAT:

WHEREAS, under the authority of Conn. Gen. Stat. Section 3-112 and Section 3-123g the Comptroller has approved a payroll deduction slot for [insert description], insurance, which shall be offered to active and retired employees of the State.

WHEREAS, the Carrier desires to market [insert description] insurance, to employees of the State.

WHEREAS, the State has selected the Carrier to provide [insert description] insurance under the Program on the terms and conditions set forth below.

NOW, THEREFORE, intending to be legally bound, the State, and Carrier hereby agree as follows:

Section 1 – Definitions.

a. "Employees" shall mean all permanent, active employees (excluding per diem employees and temporary or seasonal employees) of the State who work a minimum of seventeen and one-half (17.5) hours or more per week.

b. "Vendor Advisory Committee" shall mean the Committee created by and defined in Section 3-123g of the Connecticut General Statutes.

Section 2 – Agreement to Provide Services/ Rates/ Payroll Deduction Slots.

(a). Services The Carrier hereby agrees to offer [insert description] insurance to State employees pursuant to its [insert description] Insurance Program (the "Policy") and its applicable riders, which policy is on file at the Connecticut Department of Insurance. The Carrier's solicitation and marketing to Employees, subject to Section 7 of this Agreement, shall be limited to [insert description] insurance offered under the aforementioned Policy.

The Carrier shall continue to provide to those who purchased [insert description] insurance through the Program previously, the opportunity to upgrade their coverage should such upgrades become available in the future.

(b). Rates The Carrier agrees that any policies issued to an employee of the State hereunder will be pursuant to its filed and approved insurance policy rates and forms with the State's Insurance Department. The special group rates and discounts provided by the Carrier to employees of the State shall remain in effect through a period of not less than four (4) years, including any extensions pursuant thereto If the Connecticut Insurance Department should prohibit the Carrier from offering special group rates or discounts, Carrier shall notify the Office of the State Comptroller. Carrier agrees not to submit a request to the Connecticut Insurance Department which alters the special group rates or discounts provided to state employees.

(c). Payroll Deduction Slots The State agrees to provide payroll deduction to employees paying premium for the [insert description] insurance offered in accordance with this Agreement, and to continue to provide payroll deduction for those currently paying premium for coverage previously obtained.

(d). Insurance Certificate Upon the request of an employee, insured or previously insured by the Carrier, the Carrier shall provide a certificate of insurance verifying when the employee enrolled, the type of coverage provided, and the amounts of coverage.

Section 3 - Entire Agreement.

This Agreement embodies the entire agreement between the State and the Carrier on matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties. The Carrier's proposal dated December 21, 2005 was created and used as determinative in the competitive marketing exercise that resulted in this Agreement. That proposal is attached hereto as a reference exhibit (EXHIBIT A).

Section 4 – Term and Termination.

4.1 Term. This Agreement shall begin effective January 1, 2011 and shall expire on December 31, 2014, at which time the parties may agree to extend the Agreement for an additional term, not to exceed one year.

4.2 Termination.

(A.) Termination for Cause –

If for any reason, the Contractor shall fail to fulfill in a timely manner and proper manner its obligations under this Agreement, the State shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and the reason therefore specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all records and data prepared by the Contractor under this Agreement shall become available for audit. The Contractor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Agreement by the Contractor, and the State may withhold any payments to the Contractor for

the purposes of set-off until such time as the exact amount of damages to the State is determined.

(B.) Termination for Convenience –

The State may terminate this Agreement for any time by giving at least 60 days notice in writing to the other party. If the agreement is terminated by the State as provided herein, the Contractor will be paid an amount equal to the costs actually incurred under the Agreement, less payments previously made.

Section 5 –Continuation of Coverage.

In the event that a covered employee leaves state service the Carrier shall continue to provide coverage to covered employees, if the person so chooses, limited only by the terms and provisions of the insurance policies, and the Carrier shall bill such person directly.

In the event that this Agreement expires and is not renewed or is otherwise terminated as provided in Section 4 of this Agreement, the Carrier shall continue to provide coverage to covered employees, if the person so chooses, limited only by the terms and provisions of the insurance policies, and the Carrier shall bill such person directly. In the event that this Agreement expires and is not renewed or is otherwise terminated as provided in Section 4 of this Agreement, the Carrier shall not offer or market coverage under the Program or offer payroll deductions to any state employee.

Section 6 –Policy Changes.

The Carrier shall provide to those who purchased coverage through the Program the opportunity to explore all coverages available to state employees under this contractual agreement and in conformance with the competitive bid process and change their coverage in the future. The Carrier shall obtain written approval of from the Comptroller's Office prior to offering any change in coverage. It is understood that the State's Department of Insurance must

approve any coverage changes required by law prior to offering the same.

Section 7 – Marketing.

Carrier shall submit a marketing plan to the Comptroller for review and written approval by the Comptroller. This marketing plan and the Comptroller's approval thereto are attached hereto and incorporated herein by reference. Such marketing plan shall include, but not be limited to: an identification of any other person or companies engaged by the Carrier to market such coverage under the Agreement. The Comptroller may consult with the Vendor Advisory Committee in reviewing such marketing plan. The Carrier shall coordinate any marketing strategy through the Comptroller. The Carrier, and any agent or person employed by the Carrier to market [insert description] insurance under this Agreement, shall conduct its marketing activities in accordance with the marketing plan approved by the Comptroller.

The Carrier shall pay for all educational, marketing and enrollment expenses associated with the Program and its offering except for Program administrative expenses incurred by the Comptroller. The Comptroller shall pay for promotional activities specifically generated by the Comptroller in connection with the Program, unless otherwise agreed upon by the Carrier and the Comptroller.

Prior to distribution to employees and retirees, the Carrier agrees to submit to the Comptroller for review and prior approval all communication, marketing and educational materials related to the Program, including, but not limited to, letters, brochures, flyers, posters, web sites, radio/television advertising, newspaper advertising, billboards, etc. All marketing material must contain truthful information and not convey negative or disparaging information about competitors' products, or contain comparisons to competitors' products. Carrier shall not offer incentives to enroll in coverage, and Carrier shall not offer promotions including, but not limited to, door prize giveaways and raffles. Carrier is permitted to offer business related items

such as pens, pencils, and magnets. Carrier agrees to distribute only such material and items which have been approved by the Comptroller.

The Comptroller agrees to actively promote the Program to employees and retirees through letters, payroll stuffers and other means at her disposal.

The Comptroller further agrees to work with various State Agencies to educate employees as to the availability of the Program. The Comptroller also agrees to educate the various state employee unions as to the availability of the Program.

Section 8 – Advertising, Publicity and Promotion.

Unless specifically authorized in writing by the Comptroller, the Carrier shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the State, or the seal of the Comptroller:

a. In any advertising, publicity, promotion; nor

b. To express or imply any endorsement of the Carrier's products or services; nor

c. To use the names of the State, its officials or employees or the State seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted by the State, provided however, the use of the State seal shall require specific and express permission from the Secretary of the State.

Section 9 – Payment Schedules and File Requirement.

The Carrier shall notify the Comptroller of which employees have elected coverage and have requested their premiums to be payroll deducted along with the amount to be deducted under the Program.

Notwithstanding any occurrence beyond the reasonable control of the Comptroller, the Comptroller agrees to send to the Carrier, on at least a monthly basis, an amount of funds

representing those individuals who have had their premiums payroll deducted together with a list of the names of employees covered and their corresponding premium amounts.

By the Effective Date, the Carrier shall develop a payment schedule and a procedure for notifying the Comptroller of any changes that are necessary to an individual's deduction amounts. For example, changes may arise due to a drop, upgrade or downgrade of the coverage. The Comptroller may develop specific file and reporting requirements, the Carrier agrees to accept and abide by such requirements as determined by the Comptroller.

Section 10 – Effective Dates of Coverage.

Effective dates of coverage shall be determined in accordance with the policy, but in no event shall the effective date be later than the first of the month following the month the first payment is received from the Comptroller for those paying premiums through payroll deduction.

Section 11 – Access and Examination of Records.

The Comptroller or her representatives shall have the right at reasonable hours to examine applicable books, records, accounts and other documents of the Carrier or its subcontractors pertaining to work performed under this Agreement The State agrees that it will not seek the claim status of individual policyholders. The State will provide the Carrier or such subcontractor 72 hour's notice of such intended examination. At the State's request, the Carrier shall provide the State with hard copies, magnetic tape, or a diskette containing any aggregate data or information relating to the State's business, which data or information is in the possession or control of the Carrier. The aggregate data provided shall be broken down by line of business, including but not limited to, [insert description] and other. The Carrier shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor providing services under this Agreement.

Section 12 – Performance Objectives and Reporting .

Carrier agrees to adhere to the Performance Objectives and Guarantees attached hereto and incorporated herein by reference.

In accordance with the Performance Objectives and Guarantees, the Carrier shall submit the following reports to the Comptroller on a quarterly basis (within 30 days of the end of the quarterly period) beginning with the effective date of the Agreement:

a) a report detailing the number of active employees who have purchased coverage dropped coverage through the Program, the total amount of premiums received in accordance with pay frequency (payroll deduction, direct bill, EFT. etc.), and the total number of policies in force.

b) a report detailing the number of retired employees who have purchased coverage or dropped coverage through the Program, the total amount of premiums received in accordance with pay frequency (pension deduction, direct bill, EFT. etc.), and the total number of policies in force.

c) a claims activity report detailing the number of claims received, number of claims processed, number of claims denied, number of claims pending, claim turnaround time, financial claim payment accuracy rate and non-financial claim coding accuracy rate on an aggregate basis with specific State employee metrics. The aggregate data provided shall be broken down by line of business, including but not limited to, [insert description] and other.

d) a report detailing target telephone response time, abandonment rate, and written response rate.

The Comptroller reserves the right to request additional reports as may be necessary; the Carrier agrees to comply with such request. Carrier agrees to abide by and accept the Comptroller's reporting requirements.

Section 13 - Discovery of Conflicts, Errors, Omissions and Discrepancies.

In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Carrier to the Comptroller for clarification. The Comptroller shall issue such clarification within a reasonable period of time. Any service affected by such conflicts, discrepancies, errors or omissions which are performed by the Carrier prior to clarification by the Comptroller shall be at the Carrier's risk. This section 13 shall not be interpreted to allow any discontinuance by the Carrier of insurance to Employees.

Section 14 – Amendments.

This Agreement may be amended only with the consent and signature of both parties and with the approval of the Attorney General.

Section 15 – Applicable Law and Litigation.

This Agreement shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws. The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

The Contractor shall provide written notice to the state of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligation under the Agreement.

Section 16 – Indemnity.

Carrier hereby agrees to indemnify and hold harmless the State, including its officers, employees and agents from and against any and all loss, liability, claim, suit or judgment, including reasonable attorneys fees arising out of the performance of this Agreement, including those arising out of injury to or death of Carrier's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner caused, occasioned or contributed to by reason of any act, omission, fault or negligence of Carrier or its employees, agents or subcontractors.

Section 17 – Subcontracting.

The Carrier may enter into one or more subcontracts for the performance of portions of its services and obligations under this Agreement. The Carrier shall notify the State prior to the effective date of such subcontract of the identity of any material subcontractor together with a description of the portions of the work to be subcontracted and the State shall approve such subcontractor prior to commencement of work or service and such approval shall not be unreasonably withheld. Notwithstanding such subcontracting and/or delegation of duties, the Carrier shall remain responsible to the State for ensuring that its obligations under this Agreement are performed in accordance with the applicable provisions of this Agreement.

Section 18 – Authorizations.

Each party hereby represents that it has the unrestricted right and authority to enter into and perform its obligations under this Agreement.

Section 19 – Notices.

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by

certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Comptroller: Office of the State Comptroller
Healthcare Policy & Benefit Services Division
55 Elm Street
Hartford, CT 06106
Attn: Thomas C. Woodruff, Ph.D., Director

If to Carrier:

Section 20 – Grievance Procedures.

By the effective date of this Agreement, the Carrier shall submit a grievance procedure to the Comptroller for review and written approval by the Comptroller. The Carrier shall implement the grievance procedure as approved by the Comptroller. The Carrier's Grievance Procedure attached hereto and incorporated herein by reference.

Section 21 – Nondisclosure.

The Carrier shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the Comptroller, except to the extent required by law, legal process or regulatory authority having jurisdiction over the Carrier.

Section 22 – Confidentiality.

All employee data provided to Carrier by the State will be treated as proprietary to the State and confidential. The Carrier agrees to hold such employee information in strictest confidence and not to disclose or otherwise make available any of such information in any form to any person except to those employees of the State, or the Carrier who need access to the information to facilitate the provision of services under this Agreement and except where a disclosure of such information by Carrier is required by other governmental authority to ensure

compliance with laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, the Carrier will provide advance notice to the Comptroller of the need for the disclosure and will not disclose absent consent from the Comptroller, except to the extent required by law, legal process or regulatory authority having jurisdiction over such party. Nothing herein shall be construed to prohibit Carrier from providing routine information to employees or beneficiaries concerning the Program. Contractor agrees and warrants that this Section 22 is binding on any subcontracts for the performance of services and obligations under this Agreement.

All materials associated with the Agreement and information exchanged in the course of providing services may be subject to disclosure under the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations.

Section 23 – Sovereign Immunity.

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

Section 24 – Non-Waiver.

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

Section 25 – Executive Orders.

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices,

Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Section 26 – Assignment.

This Agreement shall not be assigned by either party without the express prior written consent of the other.

Section 27 – Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract. (See Exhibit 1, attached hereto and incorporated by reference herein.)

Section 28 – Campaign Contribution Restrictions ("CCR").

This Section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-

public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, Commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "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 the termination of said contract. "State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective

State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said Contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State

Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

Section 29 – Nondiscrimination and Affirmative Action Provisions.

Carrier acknowledges that it has reviewed the requirements of Sections 4a-60 and 4a-60a of the Connecticut General Statutes as well as the Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which is available on the Commission on Human Rights and Opportunities' web site at www.state.ct.us/chro under "Contract Compliance." The definitions, obligations, activities, procedures and standards as outlined and otherwise stated in Sections 4a-60 and 4a-60a of the Connecticut General Statutes as well as the Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, are hereby incorporated

Section 30 – Health Insurance Portability Act.

(a) This Section may or may not apply. If an appropriate party or entity determines that it does apply, then for purposes of this Section the following definitions shall apply:

"Business Associate" shall mean the Contractor.

(1) "Covered Entity" shall mean the Agency.

(2) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(3)"Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(4)"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(5) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(6)"Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(7)"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(8)"More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(9)"This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.

(10)"Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(11)"Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(b) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor shall comply with all terms and

conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(c) The Contractor and the Agency shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(d) The Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.

(e) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103.

(f) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103.

(g) Obligations and Activities of Business Associates

(1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2)Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3)Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4)Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5)Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.

(6)Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7)Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8)Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.

(9)Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

(i) Permitted Uses and Disclosure by Business Associate

(1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure.

(3) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it

will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations Of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination

(1)The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2)Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.

(A) Effect of Termination, Cancellation and Expiration

Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or

federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m)Miscellaneous Provisions

(1)A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2)The Parties shall take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.

(3)The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.

(4)This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(5)Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

Section 31 – Insurance.

The Contractor, at its sole expense, agrees that while performing services specified in this agreement shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the OSC prior to the performance of services.

Section 32 – Additional Reporting and Carrier Requirements.

As of the effective date of this Agreement, the Carrier shall provide to the Comptroller any and all agreements for compensation with its brokers and/or enrollers who are authorized to serve employees of the State pursuant to this Agreement. Compensation for purposes of this Agreement includes, but is not limited to any and all fees, bonuses, salary, commissions, expenses, finder's fees, awards payments, rollovers, override agreements, consolidation and book rolling. Carrier is prohibited from providing any contingent commissions, rollovers, override payments or volume based bonuses to brokers and/or enrollers for recommending the Carrier's insurance product,

The Carrier is prohibited from providing any compensation, as defined in this section, except for permitted compensation to brokers and/or enrollers, to any organization, group, individual, firm or agency for placement of or access to insurance for employees of State pursuant to the Program or this Agreement, provided except that the Parties agree that the Carrier may compensate third parties such as agents, producers, brokers and consultants, in furtherance of fulfilling its obligations under this Agreement.

Any violation of this section shall be grounds for immediate termination of the payroll slot for insurance offered by the Carrier.

Section 33 - CAMPAIGN FINANCE

For all State contracts as defined in P.A. 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 this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11].

CERTIFICATION

I _____ (signer's name), _____ (title) of _____ (name of entity), an entity lawfully organized and existing under the laws of _____ (name of state or commonwealth), do hereby certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 20__ by the governing body of _____ (name of entity), in accordance with all of its documents of governance and management and the laws of _____ (name of state or commonwealth) and further certify that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED: That _____ (name of entity) hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, 20__.

_____

Print Name:

Title:

STATE OF CON
STATE ELECTIONS ENFC
20 Trinity Street Hartford, Connecticut 06106—1628

ATTACHMENT 6

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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--$2000 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 $2000 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 $5000 in fines, or both.

Contract Consequences

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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.