

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

**REQUEST FOR PROPOSAL**

**HEALTHCARE DATA WAREHOUSING AND ANALYSIS,**  
**CHRONIC CONDITION CARE AND HEALTH ENHANCEMENT PROGRAM**  
**COORDINATION AND MONITORING**

**Issue Date:**  
**October 5, 2012**

**RFP Response Due Date:**  
**October 22, 2012**

**Anticipated Award Date:**  
**November 15, 2012**

**Scope:**

In accordance with Section 5-259 of the Connecticut General Statutes, the State Comptroller, in collaboration with the Health Care Cost Containment Committee, is soliciting information from vendors interested in providing services to support the State of Connecticut's Health Enhancement Program (HEP) and the State Employee & Retiree Health Plan. This RFP follows a Request for Information (RFI) for these services issued on September 2, 2012. The Comptroller is soliciting bids from qualified firms to (a) provide health data warehousing, aggregation and analysis services, as well as remote database access for the Comptroller and/or designated consultants; (b) utilize data analysis to implement chronic condition management and care coordination especially through collaboration with the health plan's existing Patient Centered Medical Homes and other Primary Care Physicians ; (c) establish a web- and app-based member portal for all members participating in the HEP to increase patient engagement and employee utilization of chronic condition management tools ; and (d) create a system for monitoring program compliance on an individual basis.

The Health Enhancement Program (HEP) is an incentive program that rewards members enrolled in State of Connecticut medical, pharmacy and dental plans for taking an active role in management of their health. In order to receive reduced premiums, deductible waivers and other program benefits HEP members must commit to obtaining age-specific physical examinations, screenings and other preventive care including participation in chronic condition management programs. Once HEP is elected, the member and all enrolled dependents must comply with the program's annual requirements to be eligible for HEP program benefits in subsequent Plan Years. Approximately 128,000 active and retired employees and their families are currently participating in HEP. More information regarding HEP can be found at: <http://www.osc.ct.gov/empret/healthin/2011hcplan/HEPprogress/hepindex.htm> .

The HEP is also intended to encourage greater utilization of primary care services to improve health and reduce long-term costs of the State Employee & Retiree Health Plan. This Program is being carried out in conjunction with other initiatives for payment reform to providers to enable

them to provide greater care coordination for all members, including those with chronic conditions. Responders to this RFP should explain how their firms are able to enhance these initiatives and encourage greater care coordination throughout the health care neighborhood.

The selected vendor must aggregate claims data from two medical administrative service providers, one pharmacy benefits manager and three dental plans to monitor compliance with program requirements, identify at-risk members and provide analytical services. The Comptroller seeks a vendor to provide care management and coordination for HEP members (and dependents) with identified chronic conditions, which include Diabetes, Asthma/Chronic Obstructive Pulmonary Disease (COPD), heart failure or heart disease/Coronary Artery Disease, Hyperlipidemia (high cholesterol), and Hypertension (high blood pressure).

Information relating to your firm's service offerings should be as specific as possible and include at least the following information: (1) the name and mailing address of the applicant; (2) a detailed description of the proposed services; (3) the name, address and telephone number of the applicant from whom additional copies of the application can be obtained; (4) detailed information on the financial ability of the applicant; (5) detailed information on past performance; (6) the applicant's business history and experience; (7) proposed pricing for the services; and (8) at least three references. A questionnaire is attached and all questions must be answered by the date listed below.

Responders should provide a three-year timeline for implementing all elements of the proposed services. The timeline should explain what services will be offered in each year and how the program is envisioned to evolve over that time period. Estimated budgets and proposed staffing levels should be proposed for each twelve month period. More detail may be requested during interviews with finalists.

### **Contract Terms**

This is an RFP for a three-year contract, that can be renewed at the Comptroller's option for two additional one-year periods. Responders should indicate their willingness to enter into a contract containing terms and conditions as set for in the attached Sample Contract. The selected responder must be prepared to commence work with a view toward implementation of major contract elements (data warehousing, HEP compliance reporting, etc.) on or before March 1, 2013.

### **Questions:**

Questions regarding this RFP should be submitted by October 12, 2012 via email to the following address: [osc.HBCRFP@po.state.ct.us](mailto:osc.HBCRFP@po.state.ct.us). Answers to questions will be posted on the Comptroller's website at <http://www.osc.ct.gov/vendor/index.html>. Answers to questions raised by the RFI dated September 2, 2012 are already posted at that location. No phone calls will be accepted. No forms of communications attempting to influence the Office of the State Comptroller or the Health Care Cost Containment Committee concerning this RFP other than those listed in this RFP will be permitted. Firms violating this communication blackout will be disqualified.

### **Instructions for Bidders**

To be considered, vendors must submit one (1) original and ten (10) hard copies of their response to this RFP no **later than 2:00 p.m. on Monday, October 22, 2012**, at the below address. Hard copies must also be accompanied by electronic copy on CD/DVD format.

Office of the State Comptroller  
55 Elm Street  
Hartford, CT 06106  
Attention: Sarah Ormerod

Companies may designate representatives to submit proposals. By submitting applications in response to this public notice, applicants agree to accept the Comptroller's determinations as final. The State reserves the right to accept, combine, or reject any or all proposals submitted for consideration. Responses will be reviewed by the Comptroller and, depending on the results of that review, additional information may be requested. Late responses may or may not be considered, and it will be up to the Comptroller's discretion to accept or reject late responses.

**RFP Conditions**

1. All proposals in response to this RFP are to be the sole property of the Office of the State Comptroller. Proposers are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the Office of the State Comptroller.
3. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the State Comptroller.
4. The Proposer agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
5. The Office of the State Comptroller may amend or cancel this RFP, prior to the due date and time, if the Office of the State Comptroller deems it to be necessary, appropriate or otherwise in the best interests of the Office of the State Comptroller. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered
6. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel assigned to the project must be approved by the Office of the State Comptroller or its designee, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the Office of the State Comptroller or its designee. At its discretion, the Office of the State Comptroller may require the removal and replacement of any of the Proposer's personnel who do not perform adequately on the project, regardless of whether they were previously approved by the Office of the State Comptroller.
7. Any costs and expenses incurred by Proposers in preparing or submitting proposals are the sole responsibility of the Proposer.
8. A Proposer must be prepared to present evidence of experience, ability, service facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the proposal.

9. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Office of the State Comptroller at the Proposer's sole cost and expense.
10. In some cases, Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP's Screening Committee.
11. The Proposer represents and warrants that the proposal is not made in connection with any other Proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that the Proposer did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the Office of the State Comptroller participated directly in the Proposer's proposal preparation.
12. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
13. The Proposer must accept the Office of the State Comptroller's standard contract language and conditions. See Standard Contract and Conditions.
14. The contract will represent the entire agreement between the Proposer and the Office of the State Comptroller and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Office of the State Comptroller or the State shall assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by the Office of the State Comptroller and by the AG's Office. The contract may be amended only by means of a written instrument signed by the Office of the State Comptroller, the Proposer, and the AG's Office.
15. Rights Reserved to the Office of the State Comptroller: The Office of the State Comptroller reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Proposer is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Office of the State Comptroller also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the Office of the State Comptroller will be served.
- The Office of the State Comptroller reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Proposer and subsequently awarding the contract to another Proposer. Such action on the part of the Office of the State Comptroller shall not constitute a breach of contract on the part of the Office of the State Comptroller since the contract with the initial Proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Office of the State Comptroller and the Proposer.
16. The Proposer must provide a statement that the Proposer has read and accepts the RFP's conditions, the agency's standard contract and conditions, and the State's contract compliance requirements in their entirety and without amendment. The statement must be signed by the Proposer.

## **General Format Requirements**

The following the an outline for the format of the RFP Responses:

- Transmittal Letter
- Table of Contents
- Executive Summary
- Section 1 - Company Overview (per the attached questionnaire)
- Section 2 – Medical Management
- Section 3 – Care Management
- Section 4 – Call Center Operations and Staff
- Section 5 – Physician Support
- Section 6 – Implementation and Integration
- Section 7 – Data Exchange
- Section 8 – Quality Management
- Section 9 – Privacy and Security
- Section 10 – Information Technology
- Section 11 – Outcomes
- Section 12 – Health Enhancement Program Support
- Section 13 - Budget

## **Notice to Firms that responded to the September 2, 2012, RFI**

State procurement rules require you to respond to this RFP with a complete proposal, even if you have already submitted all of your information in response to the RFI, you must submit all of your proposal in response to this RFP. Responding firms should answer all questions on the questionnaire below. Questions that have been added to the RFP that differ from those in the September RFI are indicated in **boldface** type.

At this time, the State anticipates that it will be holding interviews of responders to this RFP on October 25, 26, and November 1. Responders to the RFP should hold those times on their calendars to be available for interviews in Hartford, CT. Additional interview times may be scheduled.

Costs of developing the proposal to be submitted in connection with this RFP are entirely the responsibility of the vendor. The State of Connecticut is not liable for any costs incurred by vendors responding to this RFP and the responding vendor shall not be reimbursed in any manner by the State of Connecticut.

## **Freedom of Information:**

Due regard will be given for the protection of proprietary information contained in all proposals received. However, vendors responding to this RFP should be aware that all materials submitted in connection with this RFP are subject to the terms of the State of Connecticut Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. It will not be sufficient for vendors to merely state in general terms that the proposal is proprietary in nature and therefore not subject to release to third parties. Those particular sentences, paragraphs, pages or sections which a vendor believes to be exempt from disclosure under FOIA must be specifically identified as such.

## **Selection Criteria**

The State considers the following criteria to be the most critical, although not necessarily listed in order of importance, in selecting a vendor to provide and administer the services covered in the RFP.

1. Demonstrated track record of providing data warehousing, aggregation and analytic services with remote access capability.
2. Demonstrated track record of designing and operating web-based and smart phone-based patient portal with requested interactive features.
3. Ability to utilize health data to provide total population management approach, to implement chronic care management programs and care coordination services in support of HEP and in collaboration with the health plan's Patient Center Medical Homes and other Primary Care providers.
4. Adequacy of staff and resources to have the following major components of requested services fully operational by March 1, 2013: HEP compliance monitoring; HEP member portal; data warehousing with remote access; identification of members for inclusion in chronic care coordination and management programs.
5. Proven track record and capability of company to deliver effective care coordination and health counseling services with demonstrated ROI.
6. Sufficiency of high quality clinical staff available to administer health coaching, care coordination, care management and related services to a diverse member population.
7. Outcome-driven process for evaluation of disease prevention program effectiveness.
8. Proven health promotion and disease prevention programs with focus on managing long-term chronic disease to reduce costs.
9. Demonstrated ability of working with similarly sized populations to manage health care costs through effective patient engagement.
10. Proven flexibility in reporting and communication capabilities including the ability to customize management reports and member communications materials to meet the State's specific requirements.
11. Ability to abide by the State's requirements outlined in the collective bargaining agreements.
12. Aggressive multi-year guarantees and renewal formula guarantees.
13. Sufficiency and effectiveness of call center support.
14. Recognized commitment and dedication to affirmative action.
15. Integrated medical management strategies.
16. Transparency of fees.
17. Ability and willingness to meet State's data and data warehousing requirements.
18. Adherence to State contract requirements.

**Planned Schedule of RFP Activities**

<b>Date</b>	<b>Activity</b>
October 5, 2012	Release RFP
October 12, 2012	Vendor Question Deadline
October 17, 2012	Vendor Questions Answered in Writing
October 22, 2012	Proposals Due by 2:00 PM EST
October 25, 26, 2012 November 1, 2012	Finalist interviews, 55 Elm St. Hartford, CT
November 15, 2012	Final Decision
November 2012	Begin Implementation
March 1, 2013	Implementation of major data components required/ HEP compliance tracking

## RFP QUESTIONNAIRE

(Bolded Questions Indicate Additions/Changes from the Original RFI Questionnaire)

### Section 1: Company Overview

1. Please list all company locations, including headquarters and call center locations. **Also, please indicate the city/state in which each functional service (i.e. nurseline) is physically located and the full-time equivalent (FTE) number of employees dedicated to these tasks, broken out by each of the first three contract years.**
2. What is the name and title, telephone number, e-mail address and postal address of the contact person for this RFP?
3. Is your organization independently or publicly owned? When and in what state is your company incorporated?
4. How long has your company been in business?
5. Provide a brief history of your organization and your status with respect to any merger/acquisition activity that your organization has been involved in over the past two years.
6. Are other services provided by your company besides chronic condition? If so, please describe.
7. Does any health plan or pharmaceutical company have equity ownership in your organization? If so, please explain why and how these organizations obtained equity in your company.
8. Are you operating at a profit? If not, when do you anticipate realizing a profit?
9. What differentiates your company and/or your services from your competitors?
10. Please list any relevant accolades, awards or other distinctions your organization has received in the past three years.
11. Do you currently have full-time physicians or a Medical Director on staff? Describe their role.
12. Do you have Medical advisory committees? Please describe the committee(s) structure and their role.
13. Provide an overview of your organizational structure, including key executives and the account management team who will be responsible for this relationship.
14. **Has your company experienced a dramatic change in staffing in the past 5 years? If so, please provide the applicable turnover rate and explain the circumstances.**
15. **What staffing changes are anticipated if your company is awarded the contract?**
16. **Does your company have an established set of Key Performance Indicators (KPI's) and corresponding targets? This would include but not be limited to Financial, Process, Customer Indicators, and Learning and Growth. If so, please provide a minimum of the most recent two years. If not, what goals does your company have for defining and implementing KPI's?**
17. **Please list your five largest current customers. Be sure to indicate the number of lives by disease state/condition that are actively being managed**



**under each contract (“Actively” is defined as telephonically reaching out to members at least twice a year.)**

## Section 2: Medical Management

18. Does your company offer a total population management approach? If not, please explain your delivery model.
- 19. Describe the range of products and services provided by your organization today and any products that are currently in development. Please be sure to address the particular conditions covered under each of your disease management programs.**
20. Describe the clinical guidelines or protocols that were used to develop each program.
21. Describe the process to update guidelines or protocols.
22. How does your program address co-morbidities?
- 23. Describe how the effectiveness of your program differs when you do not have lab data. Also, please provide a solution for obtaining lab data.**
- 24. Does the absence of lab data have an impact on the approach you are proposing and the anticipated ROI? If so, please provide an estimate.**
- 25. How do you foresee integrating (collecting, storing, etc.) e-HR/lab data?**
- 26. Have your programs or program components been evaluated and approved by reputable third-party organizations? What were the results of that evaluation?**

## Section 3: Care Management

27. Describe how you identify members for the program.
28. What data is required from the health plan to support member identification?
29. Are all identified members included in the program? If so, are all the members' health care costs included for measurement purposes?
30. Does the vendor exclude any members from participating (i.e. transplants, AIDS, non-compliance)?
- 31. Describe your method for stratifying members into risk groups based on their severity level. Provide your algorithm/criteria used for this model in detail.**
- 32. Please describe in detail the criteria used in your model.**
33. How often are members stratified?
34. Is predictive modeling used to identify future high risk? If so, how is it used in the delivery of chronic condition programs?
35. Briefly describe your predictive modeling technology and level of predictability.
- 36. Is emergency room utilization a criteria used by your company to identify members for care management? If so, can your company incorporate/provide a program to educate members on alternatives to ER treatment for non life-threatening situations?**

37. **Would your modeling be more effective if you received emergency room, hospitalization admissions, and related information in “real time” (within 24 hours) of the occurrence?**
38. How are interventions delivered to members (i.e. telephonically, mail, e-mail)? What is the typical frequency of these interventions?
39. What percentage of the identified members do you attempt to contact by phone?
40. Describe your typical process for member education, counseling and interaction.
41. Describe how you ensure that all services you provide are accessible to all members, including those with limited reading skills or with disabilities or no access to computers.
42. Do you have multi-lingual capabilities?
43. How are your program interventions determined? How customized or individualized are your care plans?
44. Do you screen for depression? If so, what is the process when a member screens positive?
45. **Do you monitor potential drug abuse, prescribing errors, drug interactions and adherence with drug regimens?**
46. Provide sample communication and educational materials provided to members and physicians.
47. **Describe innovative strategies you have employed to increase member engagement in disease management programming.**

#### Section 4: Call Center Operations & Staff

48. What are your call center hours of operation in terms of hours per day and days per week? Identify the process for members/physicians to contact clinicians after hours.
49. What is the percentage of calls that are outbound to members or physicians? How do you ensure that calls to the member are made at a convenient time for the member?
50. Is the member’s clinical information available during each call with that member or the member’s physician? Explain.
51. Explain how member clinical information is captured and stored.
52. Describe your call center technology (i.e. predictive dialer, health management system).
53. Describe the background, qualifications and experience of the clinical staff (i.e. nurses, dietitians, etc.).
54. Describe the education level of your care management staff that interacts directly with members and physicians (i.e. registered nurses, LPNs, non-clinical). How many nurses does your company employ?
55. Is non-clinical staff used to deliver the chronic condition program? If so, please explain their role.
56. Are the care managers employed by you or contracted?
57. Describe the training and credentialing process.
58. Will a team of clinicians be dedicated specifically to our account?
59. Where are the members of your clinical staff located?
60. **Where is your call center and management team located?**

61. How many clinical staff members (i.e. registered nurses, LPNs, etc.) would you propose to provide care management for the population described in this RFP?
- 62. For the first three years of the contract please provide the estimated number (by function/and Full Time Equivalent [FTE]) of the following personnel to be assigned to the State of Connecticut: Care managers, RNs, LPNs, Call center employees, IT staff members, etc.**
- 63. What performance measures are in place for your company's inbound ACD call center as well as your telephonic outreach functions?**

#### Section 5: Physician Support

64. Does your program require physician consent? If so, how do you acquire physician consent?
- 65. Explain how your program engages physicians in the program.**
66. How does the program support the physician-patient relationship?
- 67. Describe your process for engaging a member's physician whether local or outside the state of Connecticut.**
68. Describe the frequency and type of interaction your program has with the member's physician.
- 69. In the process of engaging the member's physician, explain the administrative impact of your oral and written communication to the provider's office.**
70. Do you provide in-market support to physicians? What is their role?
- 71. How do you communicate with physicians and other providers regarding member specific needs and interventions? Does your company communicate with physicians outside of the doctor/patient relationship (i.e. training/educational materials to doctors directly)?**
72. How do you incorporate physician feedback into the chronic condition program?
- 73. As part of your physician engagement experience, what do you recommend to entice participation?**
- 74. Does your company have a dedicated Provider Relations Unit?**
- 75. Please detail staffing and corresponding FTE for individuals working directly with physicians.**

#### Section 6: Implementation & Integration

- 76. Describe your program implementation timeline. Provide an implementation work plan, which includes the detailed process and timeline of enrollment and claims data communication between the data warehouse, TPA, carrier, and employer.**
77. Describe the account management team that will be provided to the health plan.
78. What resources would be required from the health plan for a successful implementation?
79. Has your company missed any implementation deadlines? If so, please explain.

80. **Describe your largest implementation process. How many of those lives qualified for the disease management program, and in what period of time (first six months, first year, etc.)?**
81. **Describe any challenges encountered during this implementation and how they were resolved.**
82. Describe your willingness and capability to integrate with other vendors. Please specify your ability to accept data from other organizations. Describe any data integration problems you have had in the past.
83. How will your program interface with the health plan's existing pharmacy benefit management programs?
84. How will you integrate with existing case management, utilization management, etc.? Describe your experience.
85. Will the vendor provide customized branding for the Connecticut State Employee & Retiree Health plan?
86. **How will your company respond to the State's expedited implementation and integration timeline? The State anticipates a contract award by mid-November 2012 and program implementation on or before March 1, 2013.**

#### Section 7: Data Exchange

87. What data (e.g. claims) do you require from the health plan to support program components?
88. How are you able to receive these data?
89. Describe your data warehouse.
90. Describe your system for collecting and maintaining member and physician data.
91. Provide a listing of reports that are available to the health plan and the provider.
92. How flexible is your system in meeting ad hoc reporting needs? Is there an extra charge for these reports?
93. **Can your system be remotely accessed 24 hours a day/7 days a week by State Health Plan staff and/or consultants? Does that access include the actual database (in addition to report capability) for customized SQL or equivalent inquiries? Please explain how this can be done.**
94. **What is your process to grant access, and how does your company respond to access-related technical issues?**
95. **In what format does your system accept lab data? (e-HR direct from physician practices via an electronic feed?)**
96. **Has an independent consulting firm reviewed your database system? If so, provide details.**

#### Section 8: Quality Management

97. Describe how you evaluate the quality of the program.
98. Is your organization certified or accredited by NCQA, URAC and JCAHO?
99. How often are your programs reviewed and updated?

100. How do you monitor the quality of your clinical staff's work?

Section 9: Privacy & Security

101. How do you ensure that your chronic condition program and all related programs are HIPAA compliant?

102. How do you ensure confidentiality and integrity of data, medical records and documents?

103. Do you require employees to read the Code of Conduct and sign an acknowledgment?

104. Does your company have a Privacy or Compliance officer? If so, please name.

105. **Please identify any data breaches that have occurred in the past three (3) years.**

Section 10: Information Technology

**106. How many people are employed in your IT department? What estimated number of FTE IT staff will be dedicated to the state's needs as they relate to this contract?**

107. Give detailed information about the company's health management software. Describe the software used to identify, stratify and track patients.

108. What is your company's Web address?

109. Does your program include any Web-based components? Do you provide a Health Plan participant portal to individual claims and clinical records? If yes, please provide a dummy id or demonstration of how that portal works.

**110. Is your web-based portal/app equipped to send reminder texts/e-mails to the member?**

111. What policies and procedures are in place for disaster recovery in the event that one or more of the call centers are not operable?

**112. Please discuss how your company is currently capable of meeting the File Exchange Protocol and testing requirements as required by the State's CORE-CT system, described in detail below:**

**There are currently two methods for exchanging files with the State's Core-CT system: 1. The carrier logs into the secure Core-CT Production Supplier Portal via https to download files. The URL is <https://corect.ct.gov:10400/psp/PSPRD/signon.html>; or, 2. The carrier logs into the secure Core-CT Tumbleweed Server. The URL is <https://sfile.ct.gov/> For those using an automated system Tumbleweed has a client available at [www.tumbleweed.com/products/securetransport](http://www.tumbleweed.com/products/securetransport)**

**Testing Requirements:**

**At least one test cycle must be completed successfully prior to going live employing one of the previously mentioned file transports. The Core-CT Supplier Portal uses a non-standard port (10400 for Production, 15000 for Test) and that may require action by the carrier's Tech Support area to accomplish this. Vendors must report in their response to this RFP whether they were able to successfully reach the portal sign on page at:**

<https://corect.ct.gov:10400/psp/PSPRD/signon.html> or have obtained Tumbleweed client software and successfully connected to:  
<https://sfile.ct.gov/>

**Additional information for all parties that exchange data with State's Core-CT system is available at:** <http://www.core-ct.state.ct.us/hrint/>

#### Section 11: Outcomes

- 113. Has a mechanism been established to adequately trend base period cost to account for health plan activity? The measurement methodology should isolate the impact of the chronic condition program from all other trends.
- 114. Have your outcomes been validated by a third party?
- 115. How do you measure the success of each of your programs? Explain.
- 116. **Please estimate the ROI to your program in the first 6 months and each 12 month period thereafter.**

#### Section 12: Health Enhancement Program Support

- 117. Do you offer Web-based Lifestyle Behavior Change Programs that could be modified and/or customized to assist participants in compliance with the requirements of HEP?
- 118. Are these structured programs? Please describe the curriculum for the programs.
- 119. Are the programs dynamic and interactive? Define what that means for your offering.
- 120. Do the programs continue to tailor to the needs of the user through ongoing participation in the program?
- 121. Can the programs be personalized? Define what that means for your offering.
- 122. How does an individual access the programs?
- 123. **Do you provide members with access to an online health assessment? Describe functionality.**
- 124. Are your programs integrated into a Health Risk Assessment? If so, please describe how they are integrated.
- 125. How do you track program usage?
- 126. Can participants track their own progress?
- 127. How do you keep individuals engaged in the programs?
- 128. Do you offer telephonic counseling/coaching in-house? If not, what counseling/coaching organizations do you integrate with?
- 129. What are the qualifications of the coaches/counselors?
- 130. Do the coaches/counselors specialize in different areas, such as weight loss, smoking?
- 131. Detail your organization's standard approach to measuring program success. How are the potential participants contacted?
- 132. If a participant has multiple health risks, how do the coaches/counselors prioritize which area(s) to address first?
- 133. What are the methods of accessing a coach/counselor?

134. Do you provide an ongoing education/maintenance program to guide the participant to be self-sufficient?
135. Can your program coordinate with a chronic condition program to ensure that participants receive consistent coordinated advice?
136. What types of reports can your system generate, and how often are these reports produced? Please provide samples of standard reports.
137. What platform do you currently leverage to deliver content/services?
138. How is claims information used to augment the identification of candidates for chronic condition or case management programs?
139. How is health assessment data used to identify participants for intervention?
140. How are your health coaching, chronic condition and case management programs linked?
141. How do hand-offs/referrals occur between programs (e.g. from chronic condition to case management to primary care practices)?
142. Describe the procedures used to identify members who are candidates for health coaching, chronic condition management, case management or other interventions.
143. How do you use predictive modeling technology to identify individuals who are either in the earlier stages of disease or at risk to develop the disease condition?
144. Do you utilize survey-based predictive modeling or is your predictive modeling claims-based?
145. Please describe your program's approach to "primary care coordination."
146. Please describe the data and information used to stratify program participants, data used in the identification process, and how frequently this information is used in the stratification process. Please consider initial stratification and ongoing stratification.
147. Are your intervention programs protocols-driven or member needs-driven? Please describe.
148. Please identify the approaches you will use in assisting the client's members in becoming better consumers of health care services, including information support, incentive structures and assistance.
149. How do you measure participant satisfaction within your program?
150. What is the average participant satisfaction with your program for the past 12 months?
- 151. Describe any Web-based or online services (including applications for cellular phones or tablets) provided to members and physicians, and if they are customizable to the state's needs. Please provide dummy ID login information and/or screen shots for review purposes.**
- 152. Does your company have prior experience with similar governmental programs and/or contracts? If so, provide details of your contractual responsibilities and your implementation experiences.**
- 153. Does your company have the ability to facilitate member education via on-site workshops and/or seminars?**
- 154. Can age-based HEP basic compliance be programmed into the online tool so employees can monitor compliance for themselves and their enrolled dependents?**

**155. Do you have the capability to customize your incentive program to the State's offerings?**

Section 13: Budget

**156. Submit a detailed line item budget with narrative for each of the three (3) contract years. The budget should include all personnel and non-personnel costs associated with the implementation and ongoing operations under this contract.**



**AGREEMENT TO PROVIDE HEALTHCARE DATA WAREHOUSING AND  
ANALYSIS, CHRONIC CONDITION CARE AND HEALTH ENHANCEMENT  
PROGRAM COORDINATION AND MONITORING**

This Agreement (“Agreement”) is made and entered into as of the \_\_\_\_ day of November 2012 (“Effective Date”) by and between the State of Connecticut (“State”) by and through Office of the State Comptroller (“Comptroller” and/or “Agency”), and \_\_\_\_\_ (“Contractor”).

WITNESSETH THAT:

WHEREAS, under the authority of Conn. Gen. Stat. Section 5-259 the Comptroller has issued a Request for Proposals for a vendor to provide health management, data analysis and other services in support of the State of Connecticut health benefit plans;

WHEREAS, the Contractor desires to provide such services; and

WHEREAS, the State has selected the Contractor to provide such services under the Program on the terms and conditions set forth below.

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

*Section 1 – Agreement to Provide Services*

Services: **[SCOPE OF WORK TO BE PROVIDED CONSISTENT WITH  
FINAL CONTRACT AWARD]**

*Section 2—Entire Agreement.*

This Agreement embodies the entire agreement between the State and the Contractor 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 Contractor's proposal dated \_\_\_\_\_, was created and used as determinative in the competitive procurement that resulted in this Agreement. That proposal is attached hereto as a reference exhibit (Exhibit \_\_\_\_). Notwithstanding the foregoing, where the Agreement is in conflict with the terms and provisions of this Agreement, the Agreement shall control.

***Section 3 – Term and Termination.***

(a) Term. This Agreement shall begin effective November 13, 2012 and shall expire on November 12, 2015, at which time the parties may agree to extend the Agreement for up to two additional one-year periods.

(b) Termination.

(1) Termination for Convenience—Notwithstanding any provisions in this Agreement, Comptroller, through a duly authorized employee, may terminate the Agreement whenever Comptroller makes a written determination that such termination is in the best interests of the State. Comptroller shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination, which shall be at least 60 days after the date of the notice.

(2) Termination for Cause —Notwithstanding any provisions in this Agreement, Comptroller, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Agreement, terminate the Agreement in accordance with the provisions in the Breach section of this Agreement.

Comptroller shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to Comptroller

for purposes of correspondence, or by hand delivery. Upon receiving the notice from Comptroller, the Contractor shall immediately discontinue providing services

(4) Upon Termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination.

(5) Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by Comptroller.

(6) If the agreement is terminated by the State as provided herein, the Contractor will be paid all accrued but unpaid amounts due prior to the date of termination.

(7) Breach—If either party breaches the Agreement in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which Comptroller sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may terminate the Agreement by giving the breaching party no less than twenty four (24) hours' prior written notice.

#### *Section 4 – Communications*

Contractor shall submit any proposed communication plan for review and written approval by the Comptroller prior to distribution to employees or retirees. This includes sample emails and notifications and other information to be distributed in connection with its services. The Contractor, and any agent or person employed by the Contractor in connection with its services under this Agreement, shall conduct its communications activities in accordance with the plan approved by the Comptroller.

#### *Section 5 – Advertising, Publicity and Promotion.*

Unless specifically authorized in writing by the Comptroller, the Contractor 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 Contractor'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 6 – Payment Schedule*

Contractor shall bill Comptroller in arrears by no more frequently than once per month in accordance with Terms set forth in Exhibit A.

#### *Section 7 – Access and Examination of Records.*

The Comptroller or his representatives shall have the right at reasonable hours to examine any books, records, accounts and other documents of the Contractor or its subcontractors pertaining to work performed under this Agreement. The State will provide the Contractor or such subcontractor 72 hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies, magnetic tape, CD or DVD containing any data or information relating to the State's business, which data or information is in the possession or control of the Contractor. The Contractor shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor providing services under this Agreement.

*Section 8—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 Contractor to the Comptroller for clarification. The Comptroller shall issue such clarification within a reasonable period of time so as not to prejudice the Contractor. Any service affected by such conflicts, discrepancies, errors or omissions which are performed by the Contractor prior to clarification by the Comptroller shall be at the Contractor's risk.

*Section 9 – Amendments.*

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

*Section 10—Forum, Choice of Law and Litigation.*

The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action

against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Contractor shall provide written notice to the State of any litigation that directly relates to the services provided by the Contractor under this Agreement or that would impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to any financial, legal or any other situation which would prevent the Contractor from meeting its obligations under the Agreement.

*Section 11—Indemnity.*

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, from acts of commission or omission of the Contractor in connection with performance under the Agreement (collectively, the "Acts"); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with such claims, Acts or the Agreement. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted

compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor. The State shall give the Contractor reasonable notice of any such claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.

(e) The Contractor shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the Declaration Page of the policy to Comptroller prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the Declaration Page to Comptroller. Comptroller shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that Comptroller or the State is contributorily negligent.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

*Section 12 – Subcontracting.*

The Contractor may enter into one or more subcontracts for the performance of portions of its services and obligations under this Agreement. The Contractor 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 Contractor 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 13 – Authorizations.*

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

*Section 14 – 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 Contractor:

*Section 15 – Nondisclosure.*

The Contractor 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 Contractor.

*Section 16 – Confidentiality.*

All employee data provided to Contractor by the State will be treated as proprietary to the State and confidential. The Contractor 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 Contractor who need access to the information to facilitate the provision of services under this Agreement and except where a disclosure of such information by Contractor 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 Contractor 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.

. Contractor agrees and warrants that this Section 16 is binding on any subcontracts for the performance of services and obligations under this Agreement.

*Section 17— Sovereign Immunity.*

The parties acknowledge and agree that nothing in the Solicitation or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

*Section 18 – 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 19 – Executive Orders.*

This Agreement 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.

This Agreement 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 20— Assignment.*

This Agreement shall not be assigned by either party without the express prior written consent of the other. An assignment does not include the sale of the Contractor or a transfer of substantially all of the Contractor's assets. In the event of such sale or transfer, the Contractor will use its best efforts to have the acquiring entity assume all obligations under this Agreement. On notice of such sale or transfer, the State will have the right to terminate this Agreement pursuant to the termination provisions herein.

*Section 21— 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.

*Section 22— Nondiscrimination and Affirmative Action Provisions.*

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the

gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or

repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the

Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the

Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a

collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

*Section 23– Health Insurance Portability and Accountability Act (“HIPAA”).*



(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must 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.

(b) The Contractor is required to 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 law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor, on behalf of the Department, 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; and

(e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

- (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
- (2) “Business Associate” shall mean the Contractor.
- (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))
- (6) “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).
- (7) “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.
- (8) “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.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

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

(12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.

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

(14) “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.

(15) “Unsecured protected health information” shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

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

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

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

(4) Business Associate agrees to 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 agrees to 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 agrees to 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, agrees 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 agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, 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 agrees to 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 the parties.
- (9) Business Associate agrees to 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 the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to 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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (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 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within five business days of the request.

(15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site or a postal address. For breaches involving

ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 CFR § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety days after said notification is sent to the Covered Entity. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions 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 Provisions

(A) 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.



(B) 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.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services 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) Permissible Requests by Covered Entity. 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) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and 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) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

- (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. 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 or 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) Regulatory References. 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) Amendment. The Parties agree to take such action as is 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 the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. 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.
- (6) Disclaimer. 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, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. 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.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or

dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

#### *Section 24 – 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 25 – Additional Reporting and Contractor Requirements.*

As of the effective date of this Agreement, the Contractor shall provide to the Comptroller any and all agreements for compensating brokers or others 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, awards and payments.

The Contractor is prohibited from providing any compensation as defined in section, including contingent commissions, finder’s fees or awards to any organization, group, individual, firm or agency for access to employees of State or this Agreement.

Any violation of this section shall be grounds for immediate termination of the Agreement by the Contractor.

#### *Section 26—Severability*

If any term or provision of the Contract or its application to any person, entity, or circumstance shall to any extent be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

*Section 27—Campaign Contribution Restrictions*

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. See Exhibit C.

*Section 28—Audit and Inspection of Plants, Places of Business and Records.*

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

*Section 29 Encryption of Data; Breach of Security or Loss.*

(a) Contractor and Contractor Parties, at their own expense, shall encrypt any and all data which they come to possess or control, wherever and however stored or maintained, and which data DOIT or a Department, at any time, classifies as confidential or restricted. The Contractor and Contractor Parties shall encrypt the data in accordance with the Connecticut Enterprise Architecture – Technology Architecture (CTEA-TA) protocols. The Contractor and Contractor Parties shall have a continuing obligation always to keep and maintain the data encryption consistent with CTEA-TA, as CTEA-TA may change from time to time.

The Contractor and Contractor Parties shall notify DOIT, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any and all data which Contractor has come to possess or control under subsection (a) above has been subject to a “data breach.” For purposes of this Section, a “data breach” is an occurrence where (1) any or all of the data is misplaced, lost, stolen or in any way compromised; or (2) one or more third parties have had access to or taken control or possession of any or all of the data without prior written authorization from DOIT or the Department.

(b) In addition to the notification requirements of subsection (b), should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to DOIT, the Department and the Connecticut Office of the Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the data breach. Unless otherwise agreed to in writing by the Connecticut Office of the Attorney General, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:

- (1) Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
- (2) Credit monitoring services consisting of automatic daily monitoring of at least three
- (3) relevant credit bureau reports;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
- (5) Identity theft insurance with at least \$ 25,000.00 coverage.

Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the data breach, but under no circumstances shall the Contractor’s credit



monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DOIT, the Department or any State of Connecticut entity.

The Contractor represents and warrants that it shall obligate each Contractor Party in a written contract to all of the terms of this Section just as if each Contractor Party had executed this Agreement as an original signatory and each were bound by this Section to the same extent that the Contractor is bound.

- (c) The Contractor's or Contractor Parties' failure to encrypt the data, provide notice, or to provide the credit monitoring or protection plan shall be deemed to be, without more, a material breach of this Agreement. The Contractor shall be responsible for any Contractor Parties breach as if the Contractor itself had breached the Agreement. Consequently, and without otherwise limiting the rights of DOIT or a Department at law or in equity, the Contractor shall indemnify and hold harmless DOIT, the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with Contractor's or Contractor Parties' breach. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data.

*Section 30—Whistleblowing.*

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a

civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

#### *Section 31—Disclosure of Records*

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

IN WITNESS HEREOF, the parties execute this Agreement.

\_\_\_\_\_

Office of the State Comptroller

By \_\_\_\_\_

By \_\_\_\_\_

Kevin Lembo

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Attorney General's Office

Date \_\_\_\_\_

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

**ACKNOWLEDGMENT OF CONTRACT COMPLIANCE  
NOTIFICATION TO BIDDERS**

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

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Signature

---

Title

---

Date

**On behalf of:**

---

Vendor Name

---

Street Address

---

City State Zip

---

Federal Employee Identification Number  
(FEIN/SSN)

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

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- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

## 2) Description of Job Categories (as used in Part IV Bidder Employment Information)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

### 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I – Bidder Information

Company Name Street Address City, State & Zip Chief Executive	Bidder Federal Employer Identification Number _____ OR Social Security Number _____
Major Business Activity (Brief Description)	Bidder Identification (Response optional/definitions on page 1)  -Bidder is a small contractor. Yes____ No____ -Bidder is a minority enterprise. Yes____ No____ (If yes, check ownership category)  Black____ Hispanic____ Asian American____ American Indian/Alaska Native____ Iberian Peninsula____ Individual(s) with a Physical Disability____ Female____
Bidder Parent Company (If any)	-Bidder is certified as above by the State of CT? Yes____ No____  DAS Certification Number _____
Other Locations in CT (If any)	



## PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes_____ No_____	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes_____ No_____
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes_____ No_____	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes_____ No_____
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes_____ No_____	9. Does your company have a mandatory retirement age for all employees? Yes_____ No_____
4. Do your company advertisements contain a written statement you are an Affirmative Action/Equal Opportunity Employer? Yes_____ No_____	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes_____ No_____ NA_____
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes_____ No_____	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the CT. Dept. of Labor? Yes_____ No_____ NA_____
6. Does your company have a collective bargaining agreement with workers? Yes_____ No_____	12. Does your company have a written affirmative action plan? Yes_____ No_____
6a. If yes, do the collective bargaining agreements contain nondiscrimination clauses covering all workers? Yes_____ No_____	If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the State of CT? Yes_____ No_____	13. Is there a person in your company who is responsible for equal employment opportunity? Yes_____ No_____
	If yes, give name and phone number.

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes_____ No_____
1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business Enterprise. (Defined on page 1; use additional sheets if necessary.)
1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?  Yes_____ No_____

PART IV – Bidder Employment Information

Date

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/ Engineering											
Office & Admin. Support											
Bldg/Grounds Cleaning/Maint.											
Construction & Extraction											
Installation, Maint. & Repair											
Material Moving Workers											
Production Operations											
TOTALS OF ABOVE											
Total One Year Ago											

FORMAL ON THE JOB TRAINEES (ENTRE FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

Apprentices											
Trainees											

**\*NOTE:** Job Categories can be changed or added to (EX. Sales can be added or replace a category not used in your company).

PART V – Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no and report percentage used.)				2. Check (X) any of the below listed requirements that you use as a hiring qualification.		3. Describe below any other practices or actions that you take which show that you hire, train and promote employees without discrimination.
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisements					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal recommendation	
Minority/Community Organizations					Height or weight	
Other (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

**CERTIFICATION** (Read this form and check your statements on it CAREFULLY before signing).

I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the Connecticut General Statutes.

Signature	Title	Date Signed	Telephone
-----------	-------	-------------	-----------



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – New Resolution**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

---

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**CERTIFICATION OF RESOLUTION:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity  
an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth  
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  
\_\_\_\_\_, and further certify that such resolution has not been modified  
Name of State or Commonwealth  
or revoked, and is in full force and effect.

RESOLVED: That the policies of \_\_\_\_\_ comply with the  
Name of Entity  
nondiscrimination agreements and warranties of Connecticut General Statutes  
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Date

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



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)*

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### INSTRUCTIONS:

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

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

### GIFT CERTIFICATION:

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

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

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

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

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

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

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

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

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

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

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

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

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

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



## STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

### INSTRUCTIONS:

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

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

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

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

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

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

Description of Services Provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If YES: \_\_\_\_\_

\_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

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

\_\_\_\_\_  
Printed Name of Bidder or Contractor

\_\_\_\_\_  
Signature of Principal or Key Personnel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (of above)

\_\_\_\_\_  
Awarding State Agency

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

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

Guide to the Code of Ethics  
For Current or Potential  
State Contractors  
2010



## Guide for Current or Potential State Contractors

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### INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

**Connecticut Office of State Ethics**  
**18-20 Trinity Street**  
**Suite 205**  
**Hartford, CT 06106**  
**860/263-2400**  
[www.ct.gov/ethics](http://www.ct.gov/ethics)

***Citizen's Ethics Advisory Board:***

**G. Kenneth Bernhard, Chairperson** (through September 2011)  
**Thomas H. Dooley, Vice Chairperson** (through September 2012)  
**Ernest Abate** (through September 2011)  
**Kathleen F. Bornhorst** (through September 2012)  
**Rebecca M. Doty** (through September 2011)  
**General David Gay, (ret.)** (through September 2013)  
**Dennis Riley** (through September 2013)  
**Winthrop Smith, Jr.** (through September 2013)  
**Shawn T. Wooden** (through September 2013)

## Guide for Current or Potential State Contractors

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### CONTENTS

Introduction	2
Office of State Ethics	4
The Big Picture	4
Benefits to State Personnel	
Gifts	5
Necessary Expenses	7
Fees/Honorariums	7
Hiring State Personnel	
Post-state Employment	8
Outside Employment	9
Other Provisions	
Prohibited Activities	10
Affidavits	10
Investment Services	10
Registering as a Lobbyist	10
Contribution Ban for	
Communicator Lobbyists	10
Sessional Ban for Client	
Lobbyists	11
Public Act 05-287	11
Executive Orders	11
Additional Information	12

## Guide for Current or Potential State Contractors

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### THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, [www.ct.gov/ethics](http://www.ct.gov/ethics).

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations, and otherwise enforces the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

### THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

**Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.**

## Guide for Current or Potential State Contractors

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### GIVING BENEFITS TO STATE PERSONNEL

#### Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

#### Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

#### Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- *Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).

## Guide for Current or Potential State Contractors

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- *Gifts to the State* – Restricted donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

**Note:** The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only restricted donor that can make use of this very narrow exception is a registered lobbyist.

### Gift Provisions

*Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual. Even though you are under the permissible \$49.99 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.*

### Reporting Requirements

Should you or your representative give something of \$10 or more in value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual’s department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.

This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o). A courtesy form is available for this notification on the OSE’s Web site, in the “Forms” section.

## Guide for Current or Potential State Contractors

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### Necessary Expenses

You may provide necessary expenses to a public official or state employee **only** if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are **not** necessary expenses. Necessary expense payments also **do not** include payment of expenses for family members or other guests.

### Fees/Honorariums

Public officials and state employees may **not** accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

### Necessary Expenses, Fees and Honorariums

***Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee. You may provide coach class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.***

## Guide for Current or Potential State Contractors

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### HIRING STATE PERSONNEL

#### Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

#### Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side switching. Conn. Gen. Stat. § 1-84b (a).

#### One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Likewise, such businesses may not hire those employees. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

#### Post-state Employment

*Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months. Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.*

## Guide for Current or Potential State Contractors

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### Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. § 1-84 (c).

#### Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).

### Outside Employment

*Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends. It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.*



## Guide for Current or Potential State Contractors

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### OTHER PROVISIONS

#### **Prohibited Activities for Consultants or Independent Contractors**

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

#### **Gift and/or Campaign Contribution Certifications**

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services ([www.das.state.ct.us](http://www.das.state.ct.us)) and the Office of Policy and Management ([www.opm.state.ct.us](http://www.opm.state.ct.us)).

#### **Investment Services and the Office of the Treasurer**

If you or your business provides investment services, as defined in the Code, and you make a political contribution to the State Treasurer's campaign, you may be prohibited from contracting with the Office of the Treasurer. See Conn. Gen. Stat. § 1-84 (n).

#### **Registering as a Lobbyist**

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at [www.ct.gov/ethics](http://www.ct.gov/ethics).

#### **Contribution Ban for Communicator Lobbyists** (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

## Guide for Current or Potential State Contractors

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### **Sessional Contribution Ban for Client Lobbyists** (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

### **Public Act 05-287**

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Connecticut Office of Policy and Management.

### **Executive Orders**

#### Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

#### Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting.

The full text of these Executive Orders can be found on the Governor's Web site, [www.ct.gov/governorrell/site/default.asp](http://www.ct.gov/governorrell/site/default.asp).

## **Guide for Current or Potential State Contractors**

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### **FOR MORE INFORMATION**

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Legal Division of the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

**Office of State Ethics**  
**18-20 Trinity Street**  
**Hartford, CT 06106-1660**  
**T: 860/263-2400**  
**F: 860/263-2402**  
[www.ct.gov/ethics](http://www.ct.gov/ethics)

### **Specific Contacts:**

Questions or advice regarding the Ethics Codes: [Ethics.Code@ct.gov](mailto:Ethics.Code@ct.gov)  
Lobbyist filing/reporting questions: [lobbyist.OSE@ct.gov](mailto:lobbyist.OSE@ct.gov)  
Public official filing/reporting questions: [SFI.OSE@ct.gov](mailto:SFI.OSE@ct.gov)  
Enforcement questions: [Ethics.Enforcement@ct.gov](mailto:Ethics.Enforcement@ct.gov)  
All other inquiries: [ose@ct.gov](mailto:ose@ct.gov)



## STATE OF CONNECTICUT

### AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

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#### INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

#### CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- ☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

#### IMPORTANT NOTE:

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

#### AFFIRMATION:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency

**STATE OF CONNECTICUT STATE ELECTIONS  
ENFORCEMENT COMMISSION  
20 Trinity Street Hartford, Connecticut 06106—1628**

**SEEC FORM 10 - 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 on page 2):

**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.

Receipt acknowledged: \_\_\_\_\_  
(signature) (date)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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](http://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.