



STATE OF CONNECTICUT

**OFFICE OF THE STATE COMPTROLLER
REQUEST FOR PROPOSALS FOR
HEALTH BENEFITS CONSULTING
SERVICES, DATA WAREHOUSING,
OPEB VALUATION, AND
INVESTMENT CONSULTING**

The Office of the State Comptroller (OSC), Healthcare Policy & Benefit Services Division, is seeking to obtain a contract for health and other employee benefits consulting services with one or more organizations capable of providing a full range of consulting services pursuant to OSC's responsibility to arrange and procure health insurance for state employees, state retirees and to administer four defined contribution plans and other voluntary benefit programs for state employees and retirees. A qualified vendor (Contractor) may submit a proposal to provide some or all of the above services. The proposed contract will be for the period from September 1, 2020 through August 31, 2023 with two optional one-year extensions, at the option of the Comptroller. The deadline for proposal submissions is June 15, 2020.

Copies of the Request for Proposals may be obtained at <http://www.osc.ct.gov/>, or by contacting the Office of the State Comptroller, Budget and Financial Analysis Division, State of Connecticut, 165 Capitol Avenue, Hartford, CT 06106.

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**STATE OF CONNECTICUT OFFICE OF
THE STATE COMPTROLLER**

**REQUEST FOR
PROPOSALS**

**HEALTH AND OTHER EMPLOYEE BENEFIT
CONSULTING SERVICES
DATA WAREHOUSE/ANALYTICS
INVESTMENT CONSULTING**

I. STATEMENT OF OBJECTIVES

The State of Connecticut, acting through the Office of the State Comptroller (“OSC”) or (“Comptroller”), is publishing this Request for Proposal (RFP) for the following services: (1) Health Benefits Consulting; (2) Data Warehousing/Analytics; (3) GASB 75 Reporting, and (4) Investment Consulting. A qualified vendor (“Contractor”) may submit a bid for some or all of the above services. The Comptroller’s Office reserves the right to award this RFP to multiple vendors by dividing the scope of work into multiple contracts. The Contractor may be an individual or organization providing consulting services for public sector health benefits programs and/or public sector defined contribution plans. Contractors selected may also be asked to provide services for which they have been selected on discrete project to other state agencies on an hourly basis.

The Contractor(s) selected will provide a full range of consulting services in conjunction with the Comptroller's responsibility (1) to arrange and procure health benefit programs for State employees, retirees, and eligible dependents, and enrollees in the State of Connecticut Partnership Plan and (2) to administer the 457 Deferred Compensation Plan, the 403(b) Plan, the Tier IV Defined Contribution Plan, and the Alternate Retirement Program. The contract period will commence on or about August 1, 2020 and expire on July 31, 2023, with two one-year extensions at the option of the Comptroller.

II. BACKGROUND INFORMATION

The State Comptroller is empowered by Connecticut General Statutes Section 5-259 to arrange and procure "a group hospitalization and medical and surgical insurance plan" for State employees and retirees with approval of the Attorney General and the Insurance Commissioner. The Comptroller also offers health coverage to non-state public employers enrolled in the Connecticut Partnership Plan under Public Act 15-93. The Comptroller works with a joint Labor-Management Committee, the Healthcare Cost Containment Committee (“HCCCC”) to study health benefits and craft new ways to control health care inflation. The Healthcare Policy & Benefits Services Division (“HPBSD”) of the Office of the State Comptroller (OSC) administers the State healthcare coverage program for employees and retirees and the Partnership Plan.

Pursuant to Connecticut General Statutes Sections 5-264 and 5-264a OSC is charged with overseeing administration of the State of Connecticut Section 457 Deferred Compensation Plan and the State of Connecticut 403(b) Plan. The State Employees Retirement Commission,

pursuant to Connecticut General Statutes 5-155a(f) has delegated administration of the Alternate Retirement Program and Tier IV of the State Employees Retirement System to OSC. An Investment Committee, comprised of members of the Retirement Commission and the Comptroller's Office, oversees the investments of all four defined contribution plans. The Contractor will be expected to provide a complete range of consulting services to the OSC and the Investment Committee, including investment selection and monitoring, and advising on the administration of the Plans' multi-manager Stable Value option.

III. STATE HEALTH PLAN AND CURRENT VENDORS

For many years, the State offered its employees, retirees, and their eligible dependents a traditional indemnity plan along with several health maintenance organizations (HMO) options. In response to budgetary pressures, the State and a coalition of its employee unions agreed to pursue managed care alternatives. Commencing July 1, 2010, the State began providing healthcare benefits on a self-insured basis. There are approximately 230,000 covered lives in the active employee and non-Medicare retiree plan. This includes 180,000 state employees, non-Medicare retirees, and dependents; another 52,000 members participate through the Partnership Plan. The State also has a group Medicare Advantage plan that covers 54,000 retired members.

Medical Benefits

Active and Non-Medicare Retirees. The current vendors for the State health plans for medical coverage are United Healthcare/Oxford and Anthem. Effective October 1, 2020, Anthem will become the sole carrier for active employees, non-Medicare eligible retirees and Partnership Plan groups. The medical benefit plans offered as follows:

- Point of Service Plans (POS)—health care services are available both within and outside a defined network of providers; no referrals are necessary to receive care from participating providers. Health care services obtained outside the defined network may require pre- authorization and are reimbursed at the rate of 80% of the plan allowable cost after the annual deductible has been met.
- Point of Enrollment Plans (POE)—health care services are available only from a defined network of providers; no referrals are necessary to receive care from participating providers; health care services obtained outside the defined network may not be covered.
- Point of Enrollment Gatekeeper Plans (POE-G)—health care services are available only from a defined network of providers; a primary care physician (PCP) must be chosen to coordinate all care; referrals are required from the PCP for all specialist services.
- Out of State—Employees whose permanent residence is outside of Connecticut allowed to choose from two Out of Area Plans: The United Healthcare/Oxford USA Plan and the Anthem State Preferred Out-of-Area Plan. Effective October 1, 2020, Anthem will be the sole carrier for this plan as well.

Effective October 1, 2020, the State will be adding a primary care physician based Narrow Network plan focused on provider quality.

The Connecticut Partnership Plan currently offers only a POS plan for medical benefits; at present all Partnership Plan groups are covered by Oxford. They will transition to Oxford on October 1, 2020. There are currently 125 groups enrolled in the Partnership Plan with approximately 52,000 lives.

Medicare Retirees

The State's Medicare-eligible retirees and their dependents are covered by a fully insured, group Medicare Advantage Pharmacy Drug (MAPD) Plan, which has been administered by UnitedHealthcare since 2018. That plan insures approximately 54,000 individuals

Dental Benefits

Cigna Healthcare of Connecticut, Inc. is the sole carrier for the State's three dental plans, which are offered to all State employees and retirees, including those enrolled in the MAPD plan. There are three basic plan designs.

- The Basic Plan is an open access plan that allows employees to visit any dentist. Dentists who serve State employees and retirees do not have to belong to the Cigna Network to be reimbursed for services.
- The Cigna Enhanced Dental Plan is a PPO Plan featuring preventive and diagnostic care covered at 100%. There is also coverage for orthodontia. To maximize the benefits available under this plan, employees may utilize a select network of contracted dentists and specialists. There is an out of network feature.
- Cigna also provides a dental HMO. The primary care dentist coordinates the employee or retiree's care.

All groups in the Partnership Plan have the option of choosing from a selection of Cigna dental and vision plans.

Pharmacy Benefits

The State has been self-insured for pharmacy benefits since 2008. Caremark/CVS is the State's pharmacy benefits manager for actives, non-Medicare retirees, and Partnership Plan groups. Caremark has a broad network of chain and independent retail pharmacies and fills prescriptions by mail order. The State has a Maintenance Drug Network, which allows members to receive 90-day prescriptions at mail-order pricing. The State has contracted with Yale New Haven Hospital and Hartford Hospital for specialty medications.

Health Enhancement Plan

In response to a collective bargaining agreement, the State implemented a value based insurance design ("VBID") program known as the Health Enhancement Program ("HEP") in 2011. State employees, certain retirees, and their dependents that enroll in the HEP program are required to seek age-appropriate preventive services. Enrollees with one of five medical conditions (diabetes types I and II, asthma and Chronic Obstructive Pulmonary Disease ("COPD"), coronary artery

disease, hypertension, and hyperlipidemia) must also adhere to certain condition-specific education requirements. The enhanced benefit design reduces copays for certain services to remove barriers to care for these services. HEP has been incorporated into the Partnership Plan.

Care Management Solutions, Inc. (“CMSI”), an affiliate of ConnectiCare, and a division of Wellspark has supported the HEP program since January 2013. CMSI uses a subcontractor, Conifer Value-Based Care, LLC, as a claims data aggregator, to identify at-risk individuals and to monitor member compliance with HEP preventive requirements. Conifer receives weekly claims feeds from the State’s PBM, dental and healthcare vendors to maintain HEP compliance data. Through an agreement with PatientPing, Inc., CMSI receives real-time notifications if a HEP member with a chronic condition is admitted to or discharged from a hospital or receives care at an emergency room.

Data Warehouse/Analytics

The State’s current Data Analytics vendor is Acolade, LLC, d/b/a/High Line Health. High Line receives enrollment and paid claims data from the State’s medical carriers, pharmacy benefit manager (PBM), dental carrier, EHR and lab results from Accountable Care Organizations treating members of the State’s Employee and Retiree health benefit plans. High Line houses historical claims data from 2011 forward and provides analytic support to OSC, the HCCCC, and the State’s health benefit consultant and actuaries to assist with population health management and plan administration.

Signify Health

The State has engaged Signify Health to identify high-quality doctors, hospitals, and medical groups for certain common medical procedures. Providers meeting these performance standards will be designated as Centers of Excellence (“COE”) and Networks of Distinction and will enter into bundled payment arrangements with Signify Health for designated services. The State plan will pay incentives to members to encourage them to use these high quality providers and will provide travel benefits where warranted. This program will launch in October 2020.

Health Advocate

Effective September 1, 2020, the State will introduce a healthcare concierge service to support all active and non-Medicare retiree members of the State and Partnership Plans. This service, called Health Navigator, will be the first point of contact for members needing assistance with locating doctors, obtaining care from a COE or Network of Distinction provider, or overcoming care-related obstacles. Health Navigator will be staffed by trained professionals to assist members to understand and use their benefits more effectively. Health Advocate will help steer members to high quality, lower cost providers for certain medical procedures, screenings, and surgeries and will administer the incentive and travel benefits provided for such care.

IV. STATE DEFINED CONTRIBUTION PLANS AND CURRENT VENDORS

The State's four defined contribution plans have combined assets of \$5.75 billion and share a common investment platform, which features an actively managed and passive mutual fund in most major asset classes. The Stable Value option offers a blended rate of return and provides for payment at book value of participant withdrawals, transfers, and other Plan benefit elections. The Fund's assets are currently invested in three portfolios managed by Voya Investment Management and JP Morgan; approximately 35% is invested in Prudential's GLTF. As of March 31, 2020, investments in the Stable Value Fund totaled \$2.1 billion. The Stable Value Fund has a guaranteed minimum crediting rate of 1.0%.

The State recently completed a procurement for recordkeeping, administration, and Stable Value management for the four plans. The recordkeeping contract will remain with Prudential Retirement. Voya will continue to manage three group annuity contracts and will assist in the overall administration of the Stable Value option.

The State of Connecticut has a diverse employee population, geographically dispersed throughout the state. Approximately 70% of State of Connecticut employees are enrolled in a defined benefit plan. The remaining 30%, primarily those employed in higher education, have elected a defined contribution plan, known as the Alternate Retirement Program ("ARP"). Investments in all plans are participant directed. The Plans' share a common investment platform. Administration fees are deducted from the participant's account on a quarterly basis. All plans accept rollovers from eligible retirement plans and individual retirement accounts. Participants are encouraged to leave assets in the plan upon separation from service.

A. 457(b) Plan

The Deferred Compensation Plan, adopted in 1974, is an eligible plan under Section 457(b) of the Internal Revenue code of 1986, as amended. Virtually all employees except rehired retirees, graduate assistants and student employees can participate in this plan. Political subdivisions (a city, county, or other local unit) that adopt the terms of the State Deferred Compensation Plan and are permitted to join the Plan. To date, fifty three political subdivisions have signed up to participate in this Plan.

B. Alternate Retirement Program ("ARP")

The ARP, adopted in 1976, is a money purchase plan that is offered to eligible employees in the field of higher education in lieu of participation in the State's defined benefit plans. The ARP is qualified under section 401(a) of the Internal Revenue Code. The employee contribution to the ARP for is 6.5%, and the employer contribution is 6.5%. All investments are participant-directed. Since 2006, all new contributions to the ARP have been invested using the current investment platform. Before 2006, another financial services provider provided record-keeping and investment management services for the ARP. Current and retired employees were permitted to maintain pre-2006 balances with this discontinued vendor, which has approximately \$1 billion in ARP plan assets under management.

C. 403(b) Plan

The 403(b) Plan is a voluntary, tax-sheltered retirement supplement plan available only to State educational and hospital employees. Since 2006 all new 403(b) contributions have been made using the current investment platform. Participants in the 403(b) Plan can take in-service distributions beginning at age 59 and ½ years. Before 2006, the State of Connecticut had multiple authorized 403(b) Plan vendors. Active participants were permitted to maintain pre-2006 Plan balances with discontinued vendors but are prohibited from obtaining loans or hardship withdrawals from those accounts.

D. Tier IV DC Plan

The Tier IV Defined Contribution Plan is a 401(a) plan associated with the Tier IV Defined Benefit Plan in the State Employees Retirement System. This plan is available to new employees. It has a 1% employee share and a 1% employer share.

E Investment Platform

The four defined contribution plans share a common investment platform. Pursuant to Connecticut General Statutes §§5-264 and 5-264a (e), permitted investments for the 403(b) and 457 Plans include fixed or variable life insurance or annuity contracts or investment trusts managed by a not-for-profit organization registered as an investment advisor under applicable federal statutes.

The funds in the combined plans and their utilization are as follows:

Fund Name	Asset Class	Total	%
American Funds American Mutual Fund Class R-6	Large Cap - Value	\$115,367,874	0.02
American Funds EuroPacific Growth Fund Class R-6	International - Large Growth	\$197,097,603	0.04
Calvert Bond Fund Class I	Fixed Income - Intermediate Core-Plus Bond	\$87,966,188	0.02
Connecticut Stable Value Fund	Stable Value	\$2,088,503,824	0.39
DFA Real Estate Securities Portfolio Institutional Class	Sector - Domestic Real Estate	\$20,300,157	0.00
JPMorgan Mid Cap Value Fund Class L	Mid Cap - Value	\$106,042,101	0.02
Metropolitan West Total Return Bond Fund Plan Class	Fixed Income - Intermediate Core-Plus Bond	\$164,083,199	0.03
T. Rowe Price Diversified Mid Cap Growth Fund I Class	Mid Cap - Growth	\$141,195,490	0.03
TIAA-CREF Equity Index Fund Institutional Class	Large Cap - Blend	\$230,277,612	0.04
TIAA-CREF International Equity Index Fund Institutional Class	International - Large Blend	\$200,093,002	0.04
TIAA-CREF Large-Cap Growth Index Fund Institutional Class	Large Cap - Growth	\$296,522,656	0.06
TIAA-CREF Small-Cap Blend Index Fund Institutional Class	Small Cap - Blend	\$83,348,777	0.02

Fund Name	Asset Class	Total	%
TIAA-CREF Social Choice Equity Fund Institutional Class	Large Cap - Blend	\$43,684,033	0.01
Vanguard Explorer Fund Admiral Shares	Small Cap - Growth	\$104,953,207	0.02
Vanguard Inflation-Protected Securities Fund Institutional Shares	Fixed Income - Inflation Protected Bond	\$92,628,628	0.02
Vanguard Institutional Index Fund Institutional Plus Shares	Large Cap - Blend	\$480,524,387	0.09
Vanguard Mid-Cap Index Fund Institutional Shares	Mid Cap - Blend	\$118,001,104	0.02
Vanguard Real Estate Index Fund Institutional Shares	Sector - Domestic Real Estate	\$105,859,177	0.02
Vanguard Total Bond Market Index Fund Institutional Shares	Fixed Income - Intermediate Core Bond	\$151,265,559	0.03
Wells Fargo Premier Large Company Growth Fund - Class R6	Large Cap - Growth	\$512,385,974	0.10
Total		\$5,343,046,673	

Model Portfolios: The Plans currently offer 12 risk-based portfolios using Prudential’s GoalMaker program. In the coming year we anticipate that the program will be updated to include model portfolios for retirees.

Brokerage Window: The State of Connecticut Plans do not currently offer and do not intend to add a brokerage window.

V. SCOPE OF WORK

Health Benefits Consulting:

The Contractor will assist the OSC in the ongoing management of its health benefit program. The Contractor will be responsible for monitoring the State's health benefits program, analyzing claims activity, meeting with State staff at least monthly, attending the monthly meetings of the Health Care Cost Containment Committee (HCCCC). The Contractor will conduct analyses of health vendor data, brief OSC staff on new developments in public sector health benefit issues and make recommendations for improvements. The Contractor will assist the OSC in monitoring shared savings programs with Accountable Care Organizations (ACOs) and providers engaged in other value-based payment arrangements with the state or its partners.

Preferred qualifications are past experience and demonstrated proficiency in providing the services for public sector clients as described below, including:

1. Development of analytic reports incorporating claims, lab, EHR, and other data from medical, pharmacy and other healthcare vendors.
2. Review existing programs and make recommendations for changes in plan provisions, alternative delivery systems, financing alternatives, employee contributions, and other areas, as appropriate.
3. Preparation and delivery of health plan budget proposals.

4. Determination of medical and pharmacy premium equivalents;
5. Management of the competitive bidding process including development of RFP documents, drafting performance guarantees, analyzing proposals, summarizing bid findings, conducting interviews with finalists, and assisting in the selection of the health and other employee benefit providers;
6. Ongoing consultation regarding requirements of the Affordable Care Act as well as any federal or state regulatory requirements that would impact the medical, pharmacy, and dental plans.
7. Provision of ongoing program management support services.
8. Monthly reporting to stakeholders on plan trends and performance.
9. Provide consulting services to selected Accountable Care Organizations or other provider groups engaged in value-based payment arrangements with the state or its partners to improve quality of care and lower overall healthcare costs, as may be requested by the state.

Data Warehouse/Data Analytics

The selected vendor will establish and maintain a data lake, to preserve historical and current enrollment, pharmacy, medical and dental claims data in its original form. (Historical claims and enrollment since 2011 will be transferred to selected vendor in native format and must be included in data lake.) The vendor will assist the **Comptroller** and its healthcare consultant with standard and custom-built analytics to identify trends and anomalies to improve financial decision making and health outcomes.

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Preferred qualifications are past experience and demonstrated proficiency in providing the services described below for public sector clients, including:

1. Ability to merge data from different sources into a single unified data architecture including current and historical enrollment, EHR, lab and claims data for medical, dental and pharmacy plans
2. Experience providing robust analytic support for administration, review, and evaluation of the public sector health plans.
3. Development of analytic reports incorporating claims, EHR, lab and other data.
4. Provide monthly reporting that can be customized to meet client's specific needs.
5. Development of sufficient analytic tools and training to enable client's analysts to independently monitor healthcare cost and performance trends across all plans and payers.
6. Development of Medical Cost Targets and other tools to enable plan sponsor to monitor payments and track performance for Accountable Care Organizations (ACO) or other provider groups engaged in value-based payment arrangements with the state or its partners.
7. History of providing data analytics in connection with bundled payment arrangements.
8. History of providing analytic support for evaluation of value-based provider contracts.

9. Contractor has a suite of population health management tools to enable plan sponsor and improve the health of plan members and manage the cost of care.

GASB 75 Reporting

The Contractor will assist OSC with the measurement, recognition, and reporting requirements of OPEB expenses and related liabilities to comply with GASB Statement Number 75. The next valuation report will be for the period ending June 30, 2018. The contract calls for interim valuations based on changes in enrollment, updated plan experience, etc. The State's most recent GASB 75 report may be viewed at

<https://www.osc.ct.gov/emp/pret/OPEBActuarialReports/OPEBreport2019.pdf>

Investment Consulting

The Contractor will assist the OSC in monitoring performance of investment managers, assessing the adequacy of investment options in the four defined contribution plans, evaluating Stable Value manager performance, making recommendations regarding sufficiency of services, education and communications provided to participants, and briefing OSC staff on new developments in public sector defined contribution plans.

Preferred qualifications are past experience and demonstrated proficiency in providing the services described below for public sector clients, including, but not limited to, the following:

1. Investment consulting and/or monitoring for defined contribution plans; review of adequacy of investment options, education, communications, and participant investment outcomes.
2. Assistance with monitoring performance of stable value managers and wrap providers, evaluation, and selection of investment managers.
3. Attendance at Investment Committee meetings.
4. Provision of ongoing program management support services.
5. Management of the competitive marketing process including development of RFP documents, drafting performance guarantees, analyzing proposals, summarizing bid findings, conducting interviews with finalists, and assisting in the selection of investment managers and other providers in support of the plans.

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. Terms and Conditions

Any Contractor responding to this RFP must be willing to adhere to the following conditions and must so state in its submission:

1. **Acceptance or Rejection by the State** - The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will remain sealed until the deadline for submission has passed.
2. **Conformance with Statutes** - Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut (See sample State Contract Attachment II).

3. **Ownership of Proposals** - All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Section 1-201 of the Connecticut General Statutes (Freedom of Information).
4. **Ownership of Subsequent Products** - Any product, whether acceptable or unacceptable, developed under the contract awarded as a result of this RFP is to be the sole property of the State unless otherwise stated in the RFP or contract.
5. **Availability of Work Papers** - All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.
6. **Timing and Sequence** - Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
7. **Stability of Proposed Prices** - Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of contractor proposals.
8. **"Not to Exceed" Quotations** - All cost estimates will be considered as "not to exceed" quotations.
9. **Exclusion of Taxes from Prices** - The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and the State. Such taxes must be excluded from quoted prices.
10. **Prohibition of Commissions** - The State of Connecticut will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process or during the term of the proposed contract.
11. **Oral Agreements** - Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
12. **Amending or Canceling Requests** - The State reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of the State.
13. **Rejection for Default or Misrepresentation** - The State reserves the right to reject the proposal of any Contractor which is in default of any prior contract or for misrepresentation.
14. **State's Clerical Errors in Awards** - The State reserves the right to correct inaccurate awards resulting from its clerical errors.
15. **Rejection of Qualified Proposals** - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
16. **Contractor Presentation of Supporting Evidence** - A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
17. **Changes to Proposal** - No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the State may be required at the Contractor's expense.

18. **Collusion** - By responding, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP and is in all respects fair and without collusion or fraud.
19. **Remittance File Layout/ Submission Requirements** - The selected Contractor must be able to access the Core-CT portal address from the Production Supplier Portal URL: <https://corect.ct.gov:10400/psp/PSPRD/?cmd=login> and the Test Supplier Portal URL: <https://corect.ct.gov:15000/psp/PSTPR/?cmd=login>.
20. **Freedom of Information** – All materials submitted in connection with this RFP are subject to the terms of the State of Connecticut Freedom of Information Act (FOIA), Conn.Gen.Stat. §§1-201 *et seq.* and all rules, regulations and interpretations resulting therefrom. Due regard will be given for the protection of proprietary information contained in a vendor’s proposal. Each vendor should identify particular sentences, paragraphs, pages or sections in its response which it in good faith believes to be exempt from disclosure under FOIA by marking each as “CONFIDENTIAL”. It will not be sufficient to state in general terms that the entire proposal is proprietary in nature and therefore not subject to release to third parties. (See instructions below on submitting a redacted copy of your response on a thumb drive.)

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

B. Proposal Submission Requirements --Applicable to all Bidders

1. **Conformance** - All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.
2. **Communication Blackout Period** - Except as called for in this RFP, Contractors may not communicate about the RFP with any of the following: the Healthcare Policy & Benefit Services Division (HPBSD) within the Office of the State Comptroller (OSC); the Retirement Services Division (RSD) of the OSC; or members of the State Employees Retirement Commission until the successor bidders are selected.
3. **Notice of Intent to Bid** - The notice of intent to bid (Attachment D) will be due at the offices of the OSC by 2:30 P.M. on May 19, 2020. In the notice, the Contractor must provide an email address for communication of information about the RFP, answers to questions submitted by Contractors, and other matters about the Contractor selection process. The form should be submitted by email to osc.rfp@ct.gov. **No bids will be accepted from Contractors that fail to submit a Notice of Intent to Bid.**
4. **Delivery of Responses** - The Contractor shall submit **an original plus twelve (12) copies** of its proposal in loose-leaf binders. The original must include **two (2)** electronic versions of the complete RFP response on a thumb drive or CD/DVD.

The RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the proposal is due. The name and address of the Contractor must appear on the envelope. FAX responses are not acceptable.

Proposals shall be submitted to:

STATE OF CONNECTICUT

Office of the State Comptroller
Budget and Financial Analysis Division
165 Capitol Avenue
Hartford, CT 06106
Attention: Steven Cosgrove

5. **Deadline for Submission:** Final proposals must be in writing and received by 2:30 p.m. on June 15, 2020

6. **Structure of Proposals.** Contractors must structure the responses as outlined below:

a. Title Page

The title page should indicate the date, subject, name(s) and title of Contractor, address(es), e-mail address, telephone and fax number(s) of the Contractor and/or individual(s) responsible for responding to this request.

b. Signature of Responsible Persons

The proposal must be signed by an authorized official. The proposal must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind the Contractor, and for those who may be contacted for the purpose of clarifying the information provided.

c. Offices

A description of the Contractor's office that would support the contractual services, including its geographic location, staffing level, the background, experience, and qualifications of personnel, as well as other available resources.

d. Questionnaire

Contractors must complete the Questionnaire's Sections that are applicable to the RFP Services they are proposing to provide.

e. Executive Summary

At the Contractor's option, an Executive Summary may be included in the Proposal.

f. Redacted RFP

If a Contractor is claiming that portions of its proposal contain trade secrets or confidential commercial information, the Contractor must submit 2 electronic copies of its proposal from which all such materials have been redacted on a thumb drive or CD/DVD.

C. Additional Procurement Requirements

The Connecticut Department of Administrative Services ("DAS") has implemented a requirement that all firms seeking to do business with the State create a business profile on the DAS Business Network ("BizNet") system. BizNet eliminates certain redundancies, such as the requirement to complete and submit forms even though the forms had been recently submitted in response to another Request for Proposals. In addition to eliminating redundancy, BizNet has automated the

completion and submission of required Ethics Affidavits and Non Discrimination forms. Firms must now upload these forms electronically to their BizNet account and update them on an annual basis, rather than submitting paper copies with each proposal. Firms will have the ability to view, verify and update their information by logging in to their BizNet account, prior to submitting responses to an RFP.

Additional required forms as described below must be submitted to or be on file with the BizNet system by the deadline for submission of proposals. Paper or electronic copies need not be provided with the submission to the Comptroller's office.

Create an account on BizNet by using the following link:

<https://www.biznet.ct.gov/AccountMaint/Login.aspx>.

Once your firm creates an account, login and select "CT Procurement" and then "Company Information" for access. If you experience difficulty establishing or otherwise managing your firm's account, please call DAS at 860-713-5095.

Required Forms

The below-listed forms should be filled out and included within your submitted response:

a) Agency Vendor Form (SP-26NB), available at:

[http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_\(SP-26NB\).pdf](http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf)

b) W-9 Form, available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Ethics Certifications

The following Ethics Forms must be signed, dated, notarized, uploaded or updated on BizNet. To obtain these forms, you must login to BizNet and follow the instructions referenced above.

- OPM Ethics Form 1: Gift & Campaign Contribution Certification.
- OPM Ethics Form 5: Consulting Agreement Affidavit:
- OPM Ethics Form 6: Affirmation of Receipt of State Ethics Laws Summary
- OPM Ethics Form 7: Iran Certification

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNAV_GID=1806

10. Affirmative Action and Nondiscrimination

Choose one (1) of the forms listed below that applies to your business. Complete and upload or update the form on BizNet annually. To obtain a copy of these forms, you must login to BizNet and follow the instructions referenced above.

- Form A: Representation by Individual (Regardless of Value); or

- Form B: Representation by Entity (Valued at \$50,000 or less); or
- Form C: Affidavit by Entity (Valued at \$50,000 or more); or
- Form D: New Resolution by Entity; or
- Form E: Prior Resolution by Entity

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNAV_GID=1806

Commission on Human Rights and Opportunities (“CHRO”) Workplace Analysis Affirmative Action Report/Employment Information Form.

The CHRO Workplace Analysis Affirmative Action Report/Employment Information must be completed in BizNet and updated as necessary. You must login to BizNet and follow the Instructions referenced above. For information on how to complete these forms you may contact Diane Comeau at Diane.Comeau@ct.gov for assistance.

For information about how to upload the Ethics Affidavits and Non-Discrimination forms please access the following page. <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

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

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

- a. The Contractor's success in implementing an affirmative action plan.
- b. The Contractor's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive.
- c. The Contractor's promise to develop and implement a successful affirmative action plan.
- d. The Contractor's submission of employment statistics contained in the "Workforce Analysis Affirmative Action Report," indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e. The Contractor's promise to set aside a portion of the contract for legitimate small Contractors and minority business enterprises, where applicable (See C.G.S. §32-9e).

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

Notification to Bidders

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

Workforce Analysis Affirmative Action Report-State Contractors

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

Affidavit for Certification of Subcontractors as Minority Business Enterprises

Upon award of a contract, this form is used to document the good faith efforts of a Contractor to include minority business enterprises as subcontractors (including suppliers) on the State contract

Contract Compliance Notice Poster

This notice concerns the prohibition of discrimination in employment practices. Upon award of a State contract, the notice must be posted by the Contractor in conspicuous places accessible to all employees and applicants for employment. More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at www.state.ct.us/chro under "Contract Compliance."

Your proposal should confirm you have downloaded, completed, and submitted all of the procurement documents listed above to BizNet. If not, please explain.

VII. SELECTION PROCESS AND SCHEDULE

A. Request for Proposals and Response Phase

5/06/2020	Release of RFP
5/13/2020	Deadline for submission of questions by interested vendors
5/19/2020	Date for OSC to post response to vendor questions
5/19/2020	Date for submitting Notice of Intent to Bid, @2:30 p.m.
6/15/2020	Deadline for submitting RFP response, @ 2:30 p.m.

B. Estimated Dates for Review and Selection Schedule

6/16/2020-7/082020	Reviewing of Proposals
7/09/2020	Date for Vendor interviews, if needed
7/15/2020	Selection date
7/16/2020	Contract negotiations begin

8/01/2020-to 9/01/2020	Go live date for contract(s) (varies by service) Data warehouse/analytics top priority
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Notes:

Finalist Interviews. Contractors selected for a final interview will be expected to make a presentation in Hartford, Connecticut to the Screening Committee, to be followed by a question and answer period. The number of finalists to be selected for interviews has yet to be determined; however, the expectation is that this number will not exceed three in each category.

Please hold the vendor interview date of **July 9, 2020** open.

Best and Final Offer. Contractors selected as finalists may be asked to revise both their technical and financial offers in a Best and Final round of bidding. Vendors may be provided their relative rank on certain key metrics prior to submitting their Best and Final offers.

C. Rights Reserved to the State

The State reserves the right to award in part, to reject any and all proposals in whole or in part, or to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

VIII. QUESTIONNAIRES –

HEALTHCARE CONSULTING

Please complete Sections A through C of this questionnaire.

A. Firm Experience and Qualifications

1. Briefly describe your background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners. The firm must be regularly-established in the industry of providing the services outlined in Section V. Scope of Work and have experienced personnel able to provide the required services.
2. Provide the size of the company including number of offices and number of full-time employees, number of clients, and revenue. Identify the key personnel proposed for engagement, emphasizing specific experience on contracts similar in scope to the requirements of this RFP. Describe his or her position, current responsibilities, biography, qualifications, areas of expertise, experience, education, professional designations, memberships, certifications, and office location.
3. Include details regarding the proposed management of the personnel who would be assigned to this engagement. Comptroller reserves the right to approve the replacement of key personnel.

4. Provide the number of years that the company and any identified individuals have been providing the services requested in this RFP.
 5. Provide details on your company's public sector health benefits experience/expertise. Specifically, does your company have specialized consultants working in the following areas.
 - a. Population Health management
 - b. Legislative/ Tax Issues
 - c. Pharmacy Benefits
 - d. Medicare Programs
 - e. Disease Management
 - f. Dental Benefits
 - g. Affordable Care Act
 - h. Claims Audit Services
 6. Indicate how you define and measure client satisfaction.
 7. Describe how you will keep Comptroller abreast of the health care environment and other relevant trends.
 8. Provide a minimum of five (5) references of large governmental clients for whom you have performed similar services during the last three (3) years. Include contact information for these clients.
 9. Describe how your organization will meet each of the requirements listed in **Section V** "Scope of Service" for Healthcare Consulting.
 10. Submit samples of your standard reports.
 11. Please describe your approach to competitive bidding for health benefits and indicate how your approach results in the best outcomes in terms of pricing and services for your government clients, provide examples where appropriate.
- B. Proposed Approach
1. Make a statement indicating your understanding as to the scope of work requested.
 2. Briefly describe your Firm's approach and give specific illustrations of actuary procedures, which will be employed.
- C. Fee Proposal
1. Please include a complete and detailed description of your proposed fee schedule, including how long your firm is willing to guarantee your fees.
 2. Clearly state an all-inclusive maximum not to exceed fee amount for services requested under this portion of the RFP.

DATA WAREHOUSE/DATA ANALYTICS

Complete Sections D through F of the questionnaire below.

D Firm experience and Qualifications

1. Describe how your organization receives, stores, accesses and provides secured access to customers (web-based, OLAP reporting and SQL access that provide identified and de-identified data at the member and claim level), including data platforms utilized and frequency of data transfer (daily, weekly, monthly), for the purpose of providing data analytics.
2. Describe your experience in working with multiple vendors and how you have handled coordination of tasks and responsibilities, data transfer and integration issues and receipt and transfer of data files including but not limited to enrollment, lab, pharmacy, medical, dental, provider, enrollment and clinical data.
3. Describe methods used to quality check to confirm accuracy of data files transfers.
4. Describe in detail data security protocols followed by your organization.
5. Can your system be accessed 24/7 and what client supports are offered when access-related or other technical issues arise?
6. Describe your organization's reporting capabilities, including quality, trend, financial, statistical and clinical reporting.
7. How does your organization manage ad-hoc reporting that goes beyond regularly scheduled standard?
8. Does your organization have experience with receiving, synthesizing (with administrative claims data) and reporting clinical data, which includes lab result and EHR data, for the purpose of measuring quality and tracking outcomes? If yes, please describe how these data are received, provide data layouts used by your organization and submit sample reports.
9. Describe the team that will be assigned to the State of Connecticut, including their training, titles and years of experience.
10. Has your organization contracted with other government agencies to provide services similar to those the State of CT is seeking? If yes, what are some of the challenges your organization has encountered and how did your organization work to meet these challenges?
11. Please provide access to a demonstration site of your client facing reporting and analytic tool.
12. What sets your firm apart from other firms offering similar services?

E. Fee Proposal

3. Please include a complete and detailed description of your proposed fee schedule,

including how long your firm is willing to guarantee your fees.

4. Clearly state an all-inclusive maximum not to exceed fee amount for services requested under this portion of the RFP.

GASB 75 SERVICES

Complete Sections F to H of the Questionnaire below.

F. Firm Experience and Qualifications

1. Provide a brief history of your firm, including when it is founded, how it grew and its current size and market area.
2. Describe the company's lines of business including the number of employees, number of credentialed actuaries, primary business, and relative prominence of firm's health care actuarial practice.
3. Describe the office(s) that will service the State of Connecticut. Describe the number of staff at the office, their qualifications and the ability of the staff to handle additional workload.
4. Identify the professional staff that would be assigned to this project and provide resumes for each supervisor and professional person so identified. Describe their anticipated roles and duties for this engagement. Personnel assigned to this account should have first-hand experience working with governmental entities of similar size and have experience with GASB 75.
5. Provide a minimum of five (5) references of large governmental clients for whom you have performed similar services during the last three (3) years. Include contact information for these clients.

G. Proposed Program Approach

1. Make a statement indicating your understanding as to the scope of work requested.
2. Briefly describe your Firm's approach and give specific illustrations of actuary procedures, which will be employed.
3. Provide an outline of the program, census data to be provided by the State, reports to be generated for the State's analysis.
4. Provide an estimate of time required to fulfill the requirements as presented following receipt of all required data.

H. Project Plan The responder should submit a project plan for the actuarial services engagement for the valuation of other post-employment benefits. The project plan should include the following:

1. Approach and methodology for the valuation
2. Approach and methodology to include compliance with GASB standards 43 and 45
3. Data requirements from the State.

4. Identification of project plan milestones
5. Schedule for completion and issuance of report
6. Valuation reports elements to include:
 - a. Actuarial present value of total projected benefits
 - b. Actuarial accrued liability
 - c. OPEB assets
 - d. Unfunded actuarial accrued liability
 - e. Normal cost
 - f. Annual required contribution as a dollar amount and as a percentage of payroll
 - g. Annual OPEB cost
 - h. Net OPEB obligation
 - i. Summary of data used for the valuation
 - j. Summary of actuarial methods and assumptions.

I. Project Cost/Professional Fees

1. Clearly state an all-inclusive maximum not to exceed fee amount for the actuarial valuation services requested under this portion of the RFP.
2. Provide hourly fees for professional staff to be assigned to this project in the event that additional services are requested.

INVESTMENT CONSULTING SERVICES

Complete Sections J through L of the questionnaire below:

J. Firm Experience and Qualifications

1. Provide a brief history of your firm, including when it is founded, how it grew and its current size and market area.
2. Is your firm registered as a Registered Investment Advisor with the SEC under the Investment Advisors Act of 1940? If so, attach a copy of your Form ADV, Parts I and II.
3. Describe the office(s) that will service the State of Connecticut.
4. Identify the professional staff that would be assigned to this project and provide resumes for each supervisor and professional person so identified. Describe their anticipated roles and duties for this engagement.
5. Have any of your firm's clients been the subject of an investigation by the Department of Labor, or involved in litigation related to claims of fiduciary breaches or compliance deficiencies relating to any services provided by your firm?

6. Provide a minimum of five (5) references of large governmental clients for whom you have performed similar services during the last three (3) years. Include contact information for these clients.
7. How long has your firm been providing consulting services to retirement plans?
8. Describe your firm's target market / client.
9. What percentage of your firm's overall revenue is derived from providing consulting services to retirement programs?
10. For how many clients does your firm currently provide retirement plan consulting services, and what is the collective asset total of their retirement programs?
11. How many retirement plan clients has your firm added, and how many has your firm lost in the past 36 months? What are the reasons for the clients no longer working with your firm?
12. Describe what differentiates your firm from other investment consulting firms.
13. What are the key elements of a sound fiduciary process, as your firm sees them?
14. Describe your firm's experience working with the recordkeeper(s) listed in the RFP.

K. Investment Research

1. Is investment research done in-house or received from a third-party?
2. Describe the fund / manager evaluation tools your firm utilizes, including all software subscriptions, third party research providers, analytic suites, etc. Does your firm receive any of these tools for free or sponsored in whole or in part due to any investment manager, recordkeeper or custodian relationship?
3. Describe your firm's approach in developing the investment structure for a participant-directed, defined contribution plan. Include the number and type of asset classes in the fund lineup, the number and type of fund options within each asset class.
4. Describe the criteria and process used by your firm to evaluate funds / managers recommendations for retirement plan lineups.
5. What is the process your firm uses to monitor funds / managers on an ongoing basis? Be sure to include details on your firm's process of benchmarking fund /manager fees on an ongoing basis.
6. Describe your philosophy toward the use of active versus passive investment managers.
7. What software is used to prepare investment performance reports?
8. How soon after quarter-end are performance reports available? Please provide a sample report.

L. Fee Proposal

1. Please include a complete and detailed description of your proposed fee schedule, including how long your firm is willing to guarantee your fees.

2. Clearly state an all-inclusive maximum not to exceed fee amount for services requested under this portion of the RFP.

IX. TERMS AND CONDITIONS / INSTRUCTIONS TO CONTRACTORS

Contractors responding to this RFP must be willing to adhere to the following conditions and must affirmatively state their adherence to these requirements with a transmittal letter appended to their proposal response.

- 1. Acceptance or Rejection by the State**—The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the deadline for submission has passed.
- 2. Conformance with Statutes**—Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- 3. Ownership of Proposals**—All proposals submitted in response to this RFP are to be the sole property of the State, and subject to the applicable Freedom of Information provisions of Connecticut General Statutes, Sections 1-19. Contractors are encouraged not to include any information that is proprietary or not readily available to the public from other sources. Any proposer who submits matter that the proposer in good faith determines to contain trade secrets or confidential commercial or financial information must provide two redacted copies of its RFP response on a CD or DVD or thumb drive (an original and one copy), which may be disclosed without objection in the event that the State receives a FOIA request for its proposal.
- 4. Ownership of Subsequent Products**—Any product, whether acceptable or unacceptable, developed under a contract award as a result of this RFP is to be the sole property of the State of Connecticut, unless explicitly stated otherwise in the RFP or contract.
- 5. Communication Blackout Period**—Except as called for in this RFP, contractors may not communicate about the RFP with any of the following: The Healthcare Policy & Benefit Services Division within the OSC or members of the State Employees Retirement Commission until the successor bidders are selected. However, because of the pressing nature of certain current initiatives affecting healthcare benefits and evaluations of investment managers for the Stable Value option, selected employees of the incumbent (Milliman, Inc.) have been designated to communicate with the OSC regarding the substance of those projects during the procurement process.

No Contractor or Contractor's representative may contract an employee of the State or member of the HCCC or their representatives regarding their proposal until final selections have been made. Until such time as final selections are made, any such contact will be considered collusion under the "Terms and Conditions" herein and may be grounds for disqualification of the Contractor's proposal.
- 6. Notice of Intent to Bid**—The notice of intent to bid (Attachment I) will be due at the Administrative Services Division at the Office of the State Comptroller by 2:30 P.M. on May 19, 2020. In the notice, the Contractor must provide an email address for communication of information about the RFP, answers to questions submitted by contractors, and other matters about the contractor selection process. The form may be submitted by fax to 860-702-3662 or emailed to osc.rfp@ct.gov. **No bids will be accepted from firms that fail to submit a Notice of**

Intent to Bid.

7. Availability of Work Papers—All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.

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

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

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

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

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

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

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

15. Contractor Presentation of Supporting Evidence—A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

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

17. Expenses Incurred—The State will not reimburse any Contractor for any costs or expenses incurred in preparing proposals or in any other connection with the RFP, including travel expenses relating to an oral presentation. All expenses incurred by the Contractor in preparing and submitting proposals are the sole responsibility of the Contractor.

18. Collusion—By responding to this RFP, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP and is in all respects fair and without collusion or fraud. It is further implied that the Contractor did not participate in the RFP development

process had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Contractor's proposal preparation.

19. Conformance to Instructions—All responses to the RFP must conform to the instructions herein. Failure to provide any required information, provide the required number of copies,

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.

20. Appearances—In some cases, Contractors may be asked to appear to give demonstrations, interviews presentations or further explanation to the RFP's screening committee.

21. Standard Contract and Conditions—The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions below.

22. Entire Agreement—The contract will represent the entire agreement between the Contractor and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until under the terms of the contract until the successful Contractor is notified that the contract has been accepted and approved by the Office of the State Comptroller and by the Office of the Attorney

General. The contract may only be amended by means of a written signed agreement by the Office of the State Comptroller, the Contractor, and the Office of the Attorney General.

23. Rights Reserved to the State—The State reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

24. Receipt of Summary of State Ethics Laws. The Contractor must acknowledge that is has received a summary of State Ethics Laws by submitting a signed receipt with its bid. See Attachment III hereto.

X. STANDARD CONTRACT TERMS AND CONDITIONS

Be advised that the State has certain contract requirements. Contractors responding to this RFP must be willing to adhere to the following contract requirements and must affirmatively state their adherence to these terms and conditions with a transmittal letter appended to their proposal response.

Attached as Attachment II are the Terms and Conditions which must be strictly adhered to. In addition, the Contractor must agree that the contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws. Under no circumstances may a State contract

contain limited liability and/or binding arbitration provisions. The State may not indemnify a Contractor or waive its sovereign immunity.

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

At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this Agreement.

Contractor shall advise the State promptly, in writing, of any labor related occurrence known to Contractor involving Contractor's employees which may reasonably be expected to affect Contractor's performance of services under this agreement. Notwithstanding such occurrence,

the Contractor shall at all times assign competent personnel/staff to perform the services contracted for under this agreement. If at any time the State in its sole discretion determines that the personnel/staff assigned to perform the services under this agreement is incompetent, dishonest or uncooperative, State reserves the right to request that Contractor reassign personnel/staff and arrange for an employee(s) or subcontractor(s) satisfactory to State to provide the services otherwise performable by the Contractor hereunder.

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

XI. EVALUATION OF PROPOSALS

Each proposal will be evaluated by a Screening Committee using the following criteria to determine which Contractor is most capable of implementing OSC's requirements. Proposers will be evaluated by the Committee on each service offered.

1. Contractor's experience with and ability to perform the required services, including experience in working on similar projects with joint labor-management entities.
2. Contractor's understanding of the project's purpose and scope, as evidenced by the proposed approach and level of effort.
3. Competitiveness of proposed cost.
4. Availability and competence of Contractor's personnel.
5. Conformity with specifications contained herein.
6. Contractor's ability to keep the OSC informed of significant changes in the laws and regulations governing public health benefit administration, deferred compensation plans or changes in GASB statements.
7. Demonstration of Contractor's ability to use data analysis to inform decision making that will result in better outcomes for plan participants.
8. Access, including access for Comptroller staff, to analytic tools or other resources that will assist in plan management, ACO oversight and targeted interventions.
9. Demonstration of Contractor's ability to monitor performance of plan administrators and investment managers, making recommendations regarding sufficiency of services, education and communications provided to participants.
10. Demonstration of Contractor's commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.

11. At the option of the Screening Committee, Contractor's oral presentation.

Attachment I

INTENT TO BID FAX FORM

Please fill out the Intent to Bid Form and fax it to 860-702-3662 or email a PDF of the completed form to osc.rfp@ct.gov

*Attention: Steven Cosgrove
OSC Administrative Services Division*

Name: _____

Firm: _____

Title: _____

This is to confirm that we have received the Request for Proposal for the State of Connecticut. We wish to advise that we ___ **will** ___ **will not** submit a proposal to provide:

We are not submitting a proposal because

Signature of this form presents your intent to bid.

Signature: _____ Email address: _____ Date: _____

Note: This form must be received no later than 2:30 p.m. on May 19, 2020 to be considered for selection.

ATTACHMENT II—STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1

This Agreement (“Agreement”) is made and entered into as of the _____ of _____, 2020 (“Effective Date”) by and between the State of Connecticut by and through the Office of the State Comptroller (“Comptroller”), and _____ (“Contractor”) under the authority of Conn. Gen. Stat. Sections 3-112.

**SECTION 2
CONTRACT PERIOD AND DEFINITIONS**

This Agreement shall begin effective August 1, 2020 and shall expire on July 31, 2023 and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than July 31, 2023 (hereinafter “end date”), at which time the parties may agree to extend the Agreement for an additional term, not to exceed one year.

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

**SECTION 3
NOTICE OF CHANGE AND
TERMINATION**

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

Comptroller: Office of the State Comptroller
 165 Capitol Ave.
 Hartford, CT 06106
 Attention: Administrative Services Office

Contractor: _____

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

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

The Comptroller or the Contractor may terminate this Agreement for any time by giving at least 60 days' notice in writing to the other party. If the agreement is terminated by the Comptroller as provided herein, all fees earned up to the date of termination shall accrue and be paid to the Contractor.

SECTION 4 SPECIFICATION OF SERVICES

(Insert Outline of Work)

SECTION 5 COST AND SCHEDULE OF PAYMENTS

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the Comptroller. The Comptroller shall pay the CONTRACTOR for services performed under this AGREEMENT as follows:

(Insert fee detail, etc.)

The Contractor shall submit invoices in arrears on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for any services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses.

**SECTION 6
OTHER CONDITIONS**

A. Entire Agreement

This Agreement embodies the entire agreement between the Comptroller 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 and where applicable approved by the Office of the Attorney General. The Contractor's proposal response was used as determinative in the request for proposal process that resulted in this Agreement.

B. Changes in Service

When changes in the services are required or requested by the Comptroller, Contractor shall promptly estimate their monetary effect and so notify the Comptroller. No change shall be implemented by Contractor unless it is approved by the Comptroller in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the Comptroller determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the Comptroller will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the Comptroller hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the Comptroller, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

The Agreement shall be deemed 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 this Agreement that it shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

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

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any Comptroller approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the Comptroller promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The Comptroller may then, at its option, ask Contractor to arrange for a temporary employee(s) or

subcontractor(s) satisfactory to the Comptroller to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the Comptroller for any economic detriment caused the Comptroller by such subcontract arrangement.

Contractor shall, if requested to do so by the Comptroller, reassign from the Comptroller's account any employee or authorized representatives whom the Comptroller, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the Comptroller shall give ten (10) days' notice to Contractor of the Comptroller's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the Comptroller that the employee should not be reassigned; however, the Comptroller's decision in its sole discretion after such five (5) day period shall be final. Should the Comptroller still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the Comptroller's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the Comptroller for clarification. The Comptroller shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the Comptroller shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, the Comptroller, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the 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.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the Comptroller at all times, and Contractor shall furnish all information concerning the services.

The Comptroller or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The Comptroller will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the Comptroller's request, the Contractor shall provide the Comptroller with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the Comptroller's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the Comptroller and shall make them available for inspection and audit by the Comptroller.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the Comptroller, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the, State of Connecticut, the Comptroller, its officers and employees. The State of Connecticut shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

Coverage:

Minimum Amounts and Limits

Workers' Compensation

Connecticut Statutory Requirements

Employer's Liability

To the extent included under Workers' Compensation Insurance Policy

Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:

- a. Bodily Injury Insurance meeting Connecticut statutory requirements;
- b. Property Damage Insurance meeting Connecticut statutory requirements;

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Comptroller at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the Comptroller prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Comptroller or the Contractor 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.

L. 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 Comptroller, or the seal of the Comptroller:

- 1. In any advertising, publicity, promotion; nor
- 2. To express or imply any endorsement of the Contractor's products or services; nor
- 3. To use the names of the Comptroller, its officials or employees or the Comptroller seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby

contracted by the Comptroller, provided however, the use of the Comptroller seal shall require specific and express permission from the Secretary of the Comptroller.

M. Confidentiality

All data provided to Contractor by the Comptroller or developed internally by Contractor with regard to the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the Comptroller or others, which may come into Contractor's possession during the term of this Agreement, except where 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, Contractor will provide advance notice to the Comptroller of the need for the disclosure and will not disclose absent consent from the Comptroller.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the Comptroller in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the Comptroller in Section 3 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Sovereign Immunity

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

Q. Assignment

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

R. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

S. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

T. Third Parties

The Comptroller shall not be obligated or liable hereunder to any party other than the Contractor.

U. Non Waiver

In no event shall the making by the Comptroller of any payment to the Contractor constitute or be construed as a waiver by the Comptroller of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the Comptroller while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Comptroller in respect to such breach or default.

V. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the Comptroller, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

SECTION 7
STATUTORY AND REGULATORY COMPLIANCE

A. Health Insurance Portability and Accountability Act of 1996. Notwithstanding the language in Section 7.A.3 of the Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted on the Signatures and Approval page of this Contract, 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.
2. 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
3. The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
4. The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
5. The Contractor and the Agency 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 (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the “HIPAA Standards”).
6. Definitions
 - a. “Breach” shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the

HIPAA Standards.

- b. "Business Associate" shall mean the Contractor.
- c. "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- e. "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)).
- f. "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).
- g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- h. "Protected Health Information" or "PHI" shall have the same meaning as the term defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- i. "Required by Law" shall have the same meaning as the term "required by law" in 45C.F.R. § 164.103.
- j. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- k. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- l. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- m. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- o. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

7 Obligations and Activities of Business Associates.

- a. 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.
- b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section

- of the Contract and in accordance with HIPAA Standards.
- c. 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.
 - d. 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.
 - e. 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.
 - f. Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
 - g. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, 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. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
 - h. 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 designated by the Covered Entity.
 - i. 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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with the HIPAA Standards.
 - j. 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.

- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection 7.j 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.
- l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. 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. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- n. 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; (C) provide a copy of the Individual's PHI in an electronic health record; or (D) amend PHI in the Individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- o. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and (B) 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
- p. Obligations in the Event of Breach.
 - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than

thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. 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 PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
- (A) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - (B) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - (C) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - (D) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (E) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - (F) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs (A) to (D) inclusive, of 7.p.iii of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 - (G) If the Covered Entity determines that there has been a

breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.

- (H) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach 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 and a postal address. 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.
- (I) 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.

8. Permitted Uses and Disclosure by Business Associate.

- a. 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 HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Specific Use and Disclosure Provisions
 - i. 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.
 - ii. 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.

- iii. 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).

9. Obligations of Covered Entity.

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

10. 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 HIPAA Standards 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.

11. Term and Termination.

- a. 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 provision 7.j 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.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. 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
 - ii. Immediately terminate the Contract if Business Associate has

- breached a material term of this Section of the Contract and cure is not possible; or
- iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
- i. Except as provided in 11.c 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, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section 7.j of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section 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.
 - ii. 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.
12. Miscellaneous Sections.
- a. 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.
 - b. 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.
 - c. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - d. 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.
 - e. 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.

- f. 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 sections 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.
 - g. 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, and the HIPAA Standards.
- B. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- C. Utilization of Minority Business Enterprises. The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
- D. Priority Hiring. Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients

who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

E. Non-discrimination.

- 1 For purposes of this Section, the following terms are defined as follows:
 - a. "Commission" means the Commission on Human Rights and Opportunities;
 - b. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - c. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - d. "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;
 - e. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - f. "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;
 - g. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - h. "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;
 - i. "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 C.G.S. § 32-9n; and
- j. “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 (i) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency Project contract, (ii) any other state, including but not limited to any federally recognized Indian tribal government, as defined in C.G.S. §1-267, (iii) the federal government, (iv) a foreign government, or (v) an agency of a subdivision, state or government described in the immediately preceding enumerated items (i),(ii), (iii) or (iv).
- 2.
- a. 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, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved,
- b. Contractor agrees, in all solicitation 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;
- c. the Contractor agree s 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 nor 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 applications for employment;
- d. the Contractor agrees to comply with each provision of this Section and CGS §§ 46a056, 46a-68e, 46a-68f and 46a-86; 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 CGS §46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

3. 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.
4. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
5. The Contractor shall include the provisions of subsection 2 of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
6. 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.
7.
 - a. 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;

- b. 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;
 - c. The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
 - d. 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 C.G.S. § 46a-56.
8. 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

F. Freedom of Information.

- 1. Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- 2. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental

function, which may be disclosed by the Agency pursuant to the FOIA.

G. Whistleblowing.

This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) 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 relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

H. Executive Orders.

This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be 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 or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

I. Campaign Contribution Restriction.

For all State contracts as defined in C.G.S. § 9-612 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 Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" attached hereto.

J. Data Security

Pursuant to Connecticut Public Act 15-142, the Parties agree as follows:

1. As used in this Section:
 - a. "Confidential Information" means an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR 99, as amended from time to time and protected health information, as defined in 45 CFR 160. 103, as amended from time to time. Confidential Information does not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.
 - b. "Confidential Information Breach" means an instance where an unauthorized person or entity accesses confidential information that is subject to or otherwise used in conjunction with the Contract in any manner, including, but not limited to, the following occurrences: (i) Any Confidential Information that is not encrypted or secured by any other method or technology that renders the personal information unreadable or unusable is misplaced, lost, stolen or subject to unauthorized access; (ii) one or more third parties have accessed, or taken control or possession of, without prior written authorization from the state, (i) any Confidential Information that is not encrypted or protected, or (ii) any encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (iii) there is a substantial risk of identity theft or fraud of the State's Plan Participants.
2. Pursuant to this Agreement Comptroller will share Confidential Information with Contractor. Contractor at its own expense will protect from a Confidential Information Breach any and all Confidential Information that it comes to possess or control, wherever and however stored or maintained in a commercially reasonable standard and in accordance with current industry standards.

3. Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Board or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
4. The Contractor and Contractor Parties shall notify Comptroller and the Connecticut Office of the Attorney General as soon as practicable, but no later than ten (10) days, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach.
5. If a Confidential Information Breach has occurred and there is a risk of identity theft or fraud to the State's Plan Participants, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Connecticut Commissioner of Administrative Services, the Comptroller and the Connecticut Office of the Attorney General, for review and approval.
 - a. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach.
 - b. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a.
 - c. Such credit monitoring or protection plans shall be approved by the State

in accordance with this Section and shall cover a length of time, not to exceed two (2) years, commensurate with the circumstances of the Confidential Information Breach.

6. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from any State of Connecticut entity or any affected individuals.
7. Contractor understands that the Attorney General may investigate any violation of this section. If the Attorney General finds that Contractor has violated or is violating any provision of this section, the Attorney General may bring a civil action in the superior court for the judicial district of Hartford under this section in the name of the state against such contractor. Nothing in this section shall be construed to create a private right of action.
- h. The requirements of this section shall be in addition to the requirements of section 36a-701b of the Connecticut General Statutes as amended by Public Act 15-142, and nothing in this section shall be construed to supersede Contractor's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 P. L. 104-191 "HIPAA", the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, "FERPA" or any other applicable federal or state law.

SIGNATURES AND APPROVAL

The Contractor IS or IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability act of 1996, as amended.

Contractor

(Corporate/Legal Name of Contractor)

By: _____
Typed/Printed Name and Title of Authorized Official)

Date: _____

Agency

By: _____
Typed/Printed Name and Title of Authorized Official)

Date: _____

Connecticut Attorney General (Approved as to form)

Approved as to form:

Signature

Date: _____

Attachment III

This form is MANDATORY and must be completed, signed and returned before your bid can be considered by the Comptroller's Office.

**COMPTROLLER'S AFFIRMATION OF RECEIPT OF SUMMARY
OF STATE ETHICS LAWS**

The undersigned, as a duly authorized officer of the company/firm bidding/negotiating the attached contract, affirms (1) receipt of the summary of State ethics laws for contractors, (2) that key employees of the company/firm have read and understand the summary and (3) that company/firm agrees to comply with the provisions of State ethics laws.

Signature & Title

Date

Company

Name Principal

Address

FEIN/SSN
