State of Connecticut OSC Medicare Advantage and Prescription Drug RFP

In order to participate in this procurement, follow the process below:

*Go to **http://www.proposaltech.com/home/app.php/register**.. Enter your email address into the field provided. No registration code is necessary. Click "Begin Registration." If you already have an account with Proposal Tech it will be listed on the registration page, if you do not, you will be asked to provide company information. Once your account has been confirmed, check the appropriate box for the RFP you're registering for and click the "Register" button. An invitation will be mailed to you within fifteen minutes. If you have any questions regarding the registration process, contact Proposal Tech Support at 877-211-8316 x84.*

1 PURPOSE/ INTRODUCTION

1.1 INTRODUCTION

The State of Connecticut (the "State") Office of State Comptroller ("OSC"), acting through the Health Care Cost Containment Committee ("HCCCC"), is conducting an active search of the marketplace for a service provider(s) that can partner with the OSC to provide Medicare Advantage and Prescription Drug ("MA-PD") services to its Medicare-eligible retirees and Medicare-eligible dependents of retirees, effective January 1, 2023. The OSC's intention is to contract for a MA-PD plan with a single vendor on a fully-insured basis.

Through the issuance of this Request for Proposal ("RFP"), the OSC is soliciting proposals from qualified vendors that can provide the services listed above. If you are interested and able to meet the requirements described in this RFP, the OSC appreciates and welcomes your offer.

The State also offers medical and prescription drug benefits through its current MA-PD vendor to local municipalities under the Connecticut Partnership Plan.

Below is a list of Partnership groups that currently offer the MAPD program:

CT Partnership Plan Group 1
Town of Greenwich-MA-PD
Town of Greenwich- Firefighters
Naugatuck Valley COG
Town of Monroe
Town of Easton
The Mattabassett District

CT Partnership Plan Group 2
Trumbull Board of Education
City of Norwalk
Park City Communities
Stamford Public Schools

City of Hartford
Town of Bethel
Regional School District 17
Waterbury Housing Authority
Uncas Health District (0 retirees-will have Age-ins)
Norwalk Public Schools
State Education Resource Center (SERC) (0 retirees-will have Age-ins)
City of Bridgeport Board of Education
City of Bridgeport
Quinnipiack Valley Health District
West Hartford Board of Education
New Milford Board of Education
Enfield Fire District One
Middletown Board of Education
Bristol Housing Authority
Monroe Public Schools
Westport Board of Education (Part B Only)
Town of Deep River
Town of West Hartford

The OSC reserves the right to award any service in whole or in part, if proposals demonstrate that doing so would be in the OSC's best interest. The OSC also reserves the right to issue multiple awards, no award, cancel, or alter the procurement at any time. In addition, the OSC reserves the right to extend the proposed RFP period, if needed. Proposals containing the lowest cost will not necessarily be awarded as the OSC recognizes that factors other than costs are important to the ultimate selection of the provider or providers. Proposals provided in response to this RFP must comply with the submittal requirements set forth in later sections, including all forms and certifications, and will be evaluated in accordance with the criteria and procedures described herein. Based upon the results of the evaluation, the OSC will award the contract(s) to the most advantageous vendor(s), based on cost and the technical evaluation factors in the RFP. Any contract awarded hereunder shall be subject to the approval of the Office of the Attorney General in accordance with applicable state laws and regulations and vendors will be expected to comply with required state contract requirements. The state contract template is attached to this RFP.

Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms contained in the solicitation package must be completed in full and submitted along with the Technical Response and Price Proposal Worksheet, which combined, will constitute the offer. **This RFP and your response, including all subsequent documents provided during this RFP process will become part of the contract terms and policy between the parties.**

Entities responding to this RFP should also note that the State is requiring access to certain information and that detailed claims data must be provided to the State's health care consultant, Segal.

Submission of your proposal will acknowledge acceptance of these requirements. The financial requirements include initial and renewal pricing and projection controls.

The OSC has retained Segal to assist in the evaluation of the proposals for responsiveness to the RFP and to review such proposals with them. Each proposal shall be evaluated in accordance the factors listed below:

- Value of the benefit plans and services, taking into consideration the requirements of the RFP, proposed services and any "value-added" terms, conditions and service levels
- Cost of the proposed benefits and/or services
- Programs provided by the firm designed and proven to maximize CMS funding through risk adjustment strategies and minimize claim cost through medical management strategies
- Contractor's commitment to quality and price transparency
- Qualifications of the firm including financial capacity and staffing, and availability of staff to work with the OSC during Open Enrollment and continue to support the OSC throughout the contract
- Contractor's experience with MA-PD Plans, commitment to such plans, and experience offering such plans to public sector employers, which includes robust References
- Network access and network management (medical and pharmacy)
- Formulary and clinical management
- Contractor's ability to educate and communicate with retirees and families/caretakers
- Contractor's ability to educate, communicate with and support provider entities
- Contractor's ability to minimize member disruption
- Contractor's ability to assist State by collecting data needed to reimburse Medicare B premiums to retirees
- Proven strategies to maximize Star Ratings and receive bonus subsidies from CMS
- Contractor's intervention strategies to address social determinants that may inhibit or limit the ability of membership to address health needs.
- Collection of race and ethnicity data and ability to report such data and strategies to address disparities as may be uncovered
- Contractor's compliance with state contracting requirements and willingness to enter into Comptroller's standard contract terms and conditions
- Information Services and Reporting
- Demonstration of Contractor's commitment to affirmative action by full compliance with state laws and policies and the regulations of the State of Connecticut Commission on Human Rights and Opportunities
- At the option of the review committee, Contractor's oral, finalist interview

All vendors must meet the General Proposal Conditions set forth in this RFP. Vendors are asked to respond only to the specific questions asked.

2 GENERAL INFORMATION

2.1 **BACKGROUND**

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 employees and retirees of the State of Connecticut. The Healthcare Policy & Benefits Services Division ("HPBSD") of the OSC administers the State healthcare coverage program for employees and retirees. The Comptroller also procures health coverage under the Connecticut Partnership Plan (http://www.osc.ct.gov/ctpartner/index.html) for non-state public employers under Connecticut General Statutes Section 3-123.

The HCCCC was established through collective bargaining in 1985 and is composed of six labor representatives and six management representatives. It is responsible for implementing cost control measures, monitoring and improving plan quality, and implementing health promotion and wellness activities for state employees, retirees, and their eligible dependents.

On October 1, 1993, as an outcome of collective bargaining, the state medical plan introduced elements to manage care with the goal of restraining health care costs while maintaining access and quality of care.

The OSC provides hospital-medical benefits for its active members and early retirees on a self-insured basis. In addition to these benefits, the OSC provides group medical and pharmacy benefits to approximately 59,000 State and Partnership Plan Medicare-eligible retirees and Medicare-eligible dependents of retirees through a fully-insured Medicare Advantage national passive Preferred Provider Organization (PPO) plan with Part D Prescription Drug coverage. This plan is currently administered by UnitedHealthcare.

The OSC anticipates that all Medicare-eligible retirees, Medicare-eligible dependents of State retirees, and qualifying Medicare-eligible primary ESRD beneficiaries will automatically be enrolled in the MA-PD plan(s) and/or Medicare Part D EGWP plan unless they choose to opt out. If a member beneficiary opts out, he/she will lose their OSC MA-PD and/or Medicare Part D EGWP coverage altogether and will not be permitted to re-enroll until the next Open Enrollment period.

Retirees and covered dependents who age into Medicare will automatically be enrolled into the MA-PD plan(s) and/or Medicare Part D EGWP, effective on their Medicare eligibility date. There shall be no gap in coverage for those aging into MA-PD and/or Medicare Part D EGWP. Workers over the age of 65 shall be automatically enrolled into the MA-PD plan(s) and/or Medicare Part D EGWP effective the first of the month following their date of retirement. Retirees and their dependents who are enrolled in the MA-PD plan(s) and subsequently drop, terminate, or otherwise lose their Medicare Part B coverage will lose their OSC MA-PD and/or Medicare Part D EGWP coverage and will not be permitted to re-enroll in coverage until the following Open Enrollment.

2.5 **CONTRIBUTION INFORMATION**

Medicare-eligible retirees and Medicare-eligible dependents of retirees pay no monthly premiums for medical and prescription drug coverage. Please review https://retiree.uhc.com/ct/coverage-and-benefits for retiree plan designs based on retirement date.

2.4 **OBJECTIVES**

OSC seeks to provide high quality, cost-effective benefits to its retirees and their families. The OSC is soliciting offers on a fully-insured, national passive MA-PD PPO plan with a single vendor with the same benefits for services rendered in or out-of-network. The proposed plan(s) should duplicate the plans described in the above summary of benefits, consistent with CMS guidelines. Vendors are encouraged to identify and offer features or enhancements that provide additional value without adding cost as well as any creative solutions that will achieve the OSC's goals. Of particular interest are programs that focus on wellness and medical management and maximization of CMS funding and minimization of claims cost.

2.5 **SCOPE OF WORK**

Provide MA-PD PPO services with respect to such group insurance coverages, plans and programs as listed in this RFP.

The following services are required:

- Dedicated Member Services
- Claims Adjudication
- Data and Performance Reporting
- Member Enrollment and Eligibility Maintenance
- Revenue Maximization
- Medical Management
- Network Access and Network Management
- Services to address social determinants of health
- Formulary and Clinical Management
- Provider Advocacy and Assistance with Claims Issues
- Medicare Advantage and Part D Administrative Assistance
- Effective Member Communications
- Patient and Provider Education
- Assistance with Medicare B reimbursement process

2.6 CONTRACT TERM

The contract term is for a three-year period beginning January 1, 2023, with implementation to begin upon the award of the contract. The contract term will include a clause that gives the OSC the right to extend the contract for up to two additional one-year periods.

2.7 PLANNED SCHEDULE OF RFP ACTIVITIES

It is the State's intention to comply with the following schedule:

Event	Due Date
Release of RFP	January 19, 2022
Intent to Bid and NDA Submission (by 2:00 p.m. EST)	January 25, 2022
Written Questions from Proposers (by 2:00 p.m. EST)	January 31, 2022
Response to Questions from Proposers	February 8, 2022
Complete Electronic Proposals Submission – Technical and Interim Price Proposal (by 2:00 p.m. EST)	March 7, 2022
Complete Hard Copy and Thumb Drive Submission	March 8,, 2022
Notification of Finalist(s)	Week of March 28, 2022
Finalist(s) Presentation(s) in Hartford	Week of April 4,2022
Finalist Price Proposal (by 2:00 p.m. EST) multiple rounds	Mid to Late April, 2022
Complete Hard Copy and Thumb Drive Submission of Final Price Proposal	Mid to Late April, 2022
Anticipated Contract(s) Award Date	May 2022
Implementation Begins	May 2022
Proposed Effective Date	January 1, 2023

2.8 OTHER INFORMATION

2.8.1 Other documents and information that may be helpful in preparing your proposal may be accessed via the Internet. Bidders are responsible for checking the OSC website for the most up to date information - http://www.osc.ct.gov/benefits/medical.htm

3 RESPONSE INSTRUCTIONS

3.1 **INSTRUCTIONS FOR SUBMITTING OFFERS**

Detailed instructions for the completion and submission of your proposal will be found in the electronic RFP (eRFP) on ProposalTech. ProposalTech will be available to assist you with technical aspects of utilizing the system.

All sections must be answered completely and as outlined in the RFP, using ProposalTech. It is not acceptable to use the term “See Attached” as a response to any of the questions, fee quotation forms, plan or network comparisons. Such a response may jeopardize your chances for consideration.

Final submissions must be posted with ProposalTech at www.proposaltech.com before the due date and time cited. Access to the eRFP will be locked after that time. Vendors will not be able to post or change their responses. Late proposals will not be considered.

The State reserves the right to ask Vendors follow-up questions through ProposalTech as may be necessary to fully evaluate bidder capabilities.

3.2 **INTENT TO BID AND NDA**
Please email the Intent to Bid form to the solicitation contact, Jennifer Slutzky, via the ProposalTech system. The Intent to Bid (ITB) Form will be posted to ProposalTech as Attachment XX.

An Intent to Bid form does not bind participants to submit a proposal.

PLEASE FOLLOW THE INSTRUCTIONS BELOW. SIMPLY UPLOADING THE ITB TO PROPOSAL TECH DOES NOT GIVE SEGAL ACCESS TO THE FILE.
Instructions for submission: Click on the Messaging/History in the left-hand side menu and on the following page create a "New" message and select "Individual User" (Jennifer Slutzky) to send to. Once your attachment is uploaded be sure to check the box to include your attachment with the email and then click "Send."
Single, Radio group.
1: Completed and sent,
2: Not provided

3.3 Non-Disclosure Agreement (NDA)
Upon receipt of the "Intent to Bid" form, Segal will check to see if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file in our system. No data will be issued without first having a signed NDA/Confidentiality Agreement on file.

If there is no NDA/Confidentiality Agreement on file with Segal, a document will be issued to the interested Vendor for signature. Verbiage is non-negotiable. Upon receipt of the newly signed NDA, or confirmation of an existing NDA on file, Segal will establish a secure workspace and upload the data file(s). A system-generated e-mail will be sent to the Vendor's designated data recipient, containing a link to instructions for accessing the workspace.

3.4 VENDOR QUESTIONS

Any questions regarding content should be submitted directly to Segal using the "Ask Questions" feature on the main RFP page by the deadline, posted in Section 2.7, PLANNED SCHEDULE OF RFP ACTIVITIES above. Questions from any Vendor that is considering a response to this RFP will be answered. Questions sent via email or telephone will not be accepted. The State reserves the right to provide a combined answer to similar questions. Any and all questions and answers to this RFP will be posted on ProposalTech by the deadline, posted in Section 2.7 above, and the OSC website at http://www.osc.ct.gov/vendor/index.html.

Questions regarding technical issues with the website should be directed to ProposalTech, by calling (877) 211-8316, ext. #4, and asking for support.

3.5 PROPOSAL SUBMISSION

Based upon timing for the release of the **Announcement of Calendar Year (CY) 2023 Medicare Advantage (MA) Capitation Rates and Part C and Part D Payment Policies**, proposers are being asked to submit their Technical Proposal and an Interim Price Proposal prior to the release of the 2023 Announcement. Finalists will be identified based upon their Technical and Interim Price Proposals. Finalists only will be asked to provide a Final Price Proposal. The Finalist Price Proposal will be due approximately 2 weeks after the 2023 Announcement is released. Finalists will be notified about the due date of the Finalist Price Proposal via ProposalTech.

Proposals posted later than the time(s) and date(s) specified in Section 2.7 above will not be considered. If you choose not to offer a proposal, please confirm this in writing with the specific reasons for your declination. Proposals received later than the time and date specified will not be considered.

We ask that your proposals limit the amount of materials submitted in paper form. We would expect large bulky printouts, such as marketing materials, etc., to be included on a thumb drive but not included as paper copies. Written materials should be printed double-sided where possible.

In the event of a discrepancy/conflict between the ProposalTech submission and the hard copy version, the ProposalTech version will take precedence. In the event of a power failure or similar occurrence, the hard copy version will be used. In the event a document or section is omitted from the ProposalTech version of the Vendor's response, OSC reserves the right to accept the omitted document or section, if included, in the hard copy version. **All documents, including those related to the Price Proposal, must remain in their native format.**

Each Vendor must submit one original, one unbound, plus 1 copy of its complete response (Technical, Interim Price Proposal and Final Price Proposal) in a sealed package upon which a clear indication has been made of the RFP reference title and the date and time the proposal is submitted. Each Vendor shall also submit two copies of its complete response on a thumb drive.

Any Vendor that submits trade secrets or confidential commercial or financial information must also provide one copy of its RFP response on a thumb drive from which all trade secrets and confidential data have been redacted and which may be disclosed without objection in the event that the State receives a Freedom of Information ("FOI") request for its proposal pursuant to the state's FOI Act (Connecticut General Statutes 1-200 et. seq.).

The package should be delivered to:
STATE OF CONNECTICUT
OFFICE OF the State COMPTROLLER
Attention: Steven Cosgrove, RFP – Medicare Advantage and Prescription Drug
Administrative Services Division

165 Capitol Avenue, Fourth Floor
Hartford, CT 06106

3.5 RESTRICTION ON CONTACT WITH STATE PERSONNEL

Except as called for in this RFP, from the date of release of this RFP until the right to negotiate a contract is awarded as a result of this RFP, any communications with personnel employed by the Comptroller's Office, members of the HCCCC, and RFP committee members about the RFP are prohibited until selection of the successor Vendor. All communications must be directed to Jennifer Slutzky at JSlutzky@segalco.com. For violation of this provision, the State reserves the right to reject the proposal of the violator.

3.6 EVALUATION OF PROPOSALS

Note: These are **not** listed in order of importance.

Standard Requirements

Conformity with specifications; and willingness to accept the terms and conditions of the State's proposed contract.

Demonstration of Vendor's commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.

Personnel and Experience

Vendor's experience with and ability to provide required services.

Availability and competence of personnel and evidence of appropriate staffing and training.

Administration, Member Services, and Communication

Sufficiency of Eligibility Management, Payment and Billing Systems, Customer Service, Flexibility, References, Reporting Capability, Member Services, and Quality Assurance Programs.

Information Services and Reporting: Ability to exchange data with State's data warehouse provider and the State's healthcare consultant and other healthcare vendors, availability of standard reports and ad hoc reporting functionality; willingness to work cooperatively and seamlessly with State's other healthcare vendors, and sufficiency of infrastructure to support population health management and improve quality of care and health outcomes.

Robust basic member support services that demonstrate superior member experience via call center, member portal and mobile application.

Implementation and Communications Plan (workability of transition and implementation schedule; efficiency and fairness of appeals process, sufficiency of member communication programs and systems, distribution of benefit descriptions, educational materials, notices required by CMS, ACA and other federal laws).

Pricing

Proposed cost: (PMPM costs, discounts, rebates, administrative fees, fees at risk and guarantees, demonstration of robust approach to control costs, robust fraud, waste and abuse prevention systems).

Vendor's experience and ability to demonstrate expertise in maximizing CMS revenue and minimizing claim costs.

Commitment to transparency in claims, federal reimbursements, pharmaceutical manufacturer revenue and other revenue sources that may impact the overall financials of administering the MAPD plan on the state's behalf

Network

Strategy and ability to maximize member access to Medicare participating providers and to minimize associated member abrasion, including reducing the instances in which a member needs to seek reimbursement for services billed by non-par providers and the instances in which a provider will not see a patient.

Percentage of claims submitted by providers engaged in alternative payment model contracts that incentivize providers to improve quality metrics, care coordination, address social determinants of health, and improve efficiency

Percentage plan member claims submitted from providers who are presently "in-network"

Quality and Improving Social determinants of health

Contractor's intervention strategies to address social determinants that may inhibit or limit the ability of membership to address health needs.

Collection of race and ethnicity data and ability to report such data and strategies to address disparities as may be uncovered.

Contractors' strategies and track record in improving population health and increasing quality of care as demonstrated through CMS star ratings and other Medicare quality metrics.

At the option of the review committee, Vendor's oral interview.

3.7 CONFLICT OF INTEREST

The Vendor shall certify in writing that no relationship exists between the Vendor and the State of Connecticut that interferes with fair competition or is a conflict of interest, and no relationship exists between the Vendor and another person or organization that constitutes a conflict of interest with respect to any State contract. Any successful Vendor must execute a contract and grant disclosure and certification form.

The Vendor shall provide assurances that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Vendor shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

3.8 GOVERNING LAW

The contract shall be governed in all respects by the laws of the State of Connecticut.

3.9 VERIFICATION ACCURACY

1. Your response must designate the individual responsible for coordinating proposal responses and for binding the company to the responses to this RFP.
2. Your response must designate the chief actuary or independent actuary retained by the Proposer who certifies the method used to determine and report requested information.
3. Your response must designate proposer's Medical Director or Chief Medical Officer.
4. Your response must designate proposer's Medicare Director.

	Proposal Response Coordinator	Chief Actuary/Independent Actuary	Medical Director/Chief Medical Officer	Medicare Director
Name	*20 words.*	*20 words.*	*20 words.*	*20 words.*
Phone #	*20 words.*	*20 words.*	*20 words.*	*20 words.*
Company	*20 words.*	N/A	N/A	N/A
Title	*20 words.*	*20 words.*	*20 words.*	*20 words.*

4 PROPOSAL REQUIREMENTS

4.1. OSC GENERAL TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not

discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

2. **Preparation Expenses.** Neither the State nor the OSC shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.

3. **Exclusion of Taxes.** The OSC is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.

4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.

5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the OSC may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the OSC, and at the proposer's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the OSC. The OSC may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and a place provided by the OSC. At its sole discretion, the OSC may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

7. **Presentation of Supporting Evidence.** If requested by the OSC, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The OSC may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the OSC may also check or contact any reference provided by the proposer.

8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the OSC or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the OSC and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the OSC and by the Attorney General's Office.

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.

9. **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. By responding to this procurement, applicants agree to accept the Comptroller's determinations as final.

10. **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.

11. **Ownership of Proposals**—All proposals submitted in response to this RFP are to be the sole property of the State and will be subject to the applicable Freedom of Information provisions of Connecticut General Statutes §§1-200 et seq. In addition to the completed response, any proposer that submits matter that it in good faith determines to contain trade secrets or confidential commercial or financial information must mark such materials as "CONFIDENTIAL" and provide one redacted copy of its RFP response on a separate thumb drive, which may be disclosed without objection in the event a FOIA request is made for its proposal.

12. **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.

13. **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 HCCCC until the successful bidder(s) are selected. No Contractor or Contractor's representative may contact an employee of the OSC or member of the HCCCC or their representatives and vendor partners (Signify Health, Anthem, CVS Health, Wellspark, Upswing Health, UnitedHealthCare, and Health Advocate) 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.

14. **Notice of Intent to Respond**—The notice of intent to respond (Attachment A) will be due to JSlutzky@segalco.com by 2:00 P.M. on January 25, 2022, via the ProposalTech system as described above in Section 3.2. In the notice, the Contractor must provide an email address to receive information about the RFP process, including data, answers to questions submitted by other potential contractors, requests for clarification and other matters about the selection process.

15. **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.

16. **Timing and Sequence**—All timing and sequence of events resulting from this RFP will ultimately be determined by the State. Late responses may or may not be considered, and it will be left to the Comptroller's discretion whether to accept or reject late responses.

17. **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.

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

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

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

25. **Standard Contract and Conditions**—The Contractor must accept the State's standard contract language and conditions. See Standard Contract and Conditions. Attachment B.

26. **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 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.

27. **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.

28. **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 Attachments C and D hereto.**

Attached Document(s):

4.2 STANDARD CONTRACT

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the State's "standard contract" terms, as seen in the standard contract attached at the end of this RFP.

4.3. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

4.3.1 Collusion. The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

4.3.2. State Officials and Employees. The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

4.3.3. Competitors. The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor

to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4.3.4 Validity of Proposal. The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.

4.3.5. Press Releases. The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

4.4 Additional Procurement Requirements

The Connecticut Department of Administrative Services ("DAS") has implemented a requirement that all firms seeking to do business with the State must register their business on CTSource. The portal for registering your business is accessible at https://portal.ct.gov/DAS/CTSource..

Registering with State Contracting Portal. Respondents must register with the State of CT contracting portal at https://portal.ct.gov/DAS/CTSource/Registration if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.

- Secretary of State recognition – Click on appropriate response
- Non-profit status, if applicable
- Notification to Bidders, Parts I-V
- Campaign Contribution Certification (OPM Ethics Form 1): https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms

Firms will have the ability to view, verify and update their information by logging in to their CTSource account, prior to submitting responses to an RFP.

The guide to using CTSource appears at https://portal.ct.gov/-/media/DAS/CTSource/Documents/CTsource-Supplier-Registration-Portal-User-Guide-Final.pdf.If you experience difficulty establishing your firm's account, please call DAS at 860-713-5095 or send an email to das.ctsource@ct.gov.

If you have difficult accessing your CTSource account call 1-866-889-8533 or email webprocure-support@proactis.com.

The OPM Ethics Form, Campaign Contribution Certification must be signed, dated, notarized, and uploaded to CTSource in accordance with the instructions on page 23 of the User Guide:

For information on how to complete these forms, please access the Office of Policy andManagement website by using the following link:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNAV_GID=1806

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at https://portal.ct.gov/-/media/CHRO/NotificationtoBidderspdf.pdf.. You must complete the Bidder Contract Compliance Monitoring Report and upload it to CTSource. 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 CTSource. If not, please explain.

4.5 RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

4.5.1. Timing Sequence. The timing and sequence of events associated with this RFP shall ultimately be determined by the OSC.

4.5.2. Amending or Canceling RFP. ***The*** OSC reserves the right to amend or cancel this RFP on any date and at any time, if OSC deems it to be necessary, appropriate, or otherwise in the best interests of the State.

4.5.3. No Acceptable Proposals. In the event that no acceptable proposals are submitted in response to this RFP, the OSC may reopen the procurement process, if it is determined to be in the best interests of the State.

4.5.4 Award and Rejection of Proposals. The OSC reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The OSC may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The OSC reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.

4.5.5. Sole Property of the State. All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this

RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

4.5.6. Contract Negotiation. The OSC reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The OSC further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, OSC may seek Best and Final Offers ("BFO") on cost from proposers. The OSC may set parameters on any BFOs received.

4.5.7. Clerical Errors in Award. The OSC reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

4.5.8. Key Personnel. When the OSC is the sole funder of a purchased service, the OSC reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The OSC also reserves the right to approve replacements for key personnel who have terminated employment. The OSC further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the OSC.

4.6 STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

4.6.1. Freedom of Information, Conn.Gen.Stat. § 1-210(b). The Freedom of Information Act generally 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 Connecticut General Statutes Section 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to an FOI request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOI Act, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOI or other requirements of law.

4.6.2. Contract Compliance, Conn.Gen.Stat. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. CT statute and regulations impose certain obligations on State agencies (as well

as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

4.6.3. Consulting Agreements, Conn.Gen.Stat.. § 4a-81. Consulting Agreements Representation, C.G.S. § 4a-81. Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

4.6.4. Campaign Contribution Restriction, Conn.Gen.Stat.. § 9-612. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to the resulting contract must represent that they have received 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." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

4.6.5. Gifts, Conn.Gen.Stat. § 4-252. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such

prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person. Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

4.6.6. Iran Energy Investment Certification Conn.Gen.Stat. § 4-252(a). Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

4.6.7. Nondiscrimination Certification Conn.Gen.Stat. § 4a-60 and 4a-60a. If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate their understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

4.6.8. Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as defined in **Conn.Gen.Stat.** § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

5. MEDICARE ADVANTAGE AND PRESCRIPTION DRUG PLAN CONFIRMATIONS

Below are the specific confirmations for submitting a MA-PD proposal. By checking “Confirmed”, Proposer represents the proposal submitted adheres to these confirmations, unless otherwise noted in the proposal. **Failure to agree to any of these confirmations may result in disqualification of proposal.** If Proposer takes exception to any of these confirmations, it must be so noted in the Bid Exceptions and Deviations Document

(Attachment XX) of their proposal response. These confirmations will also explicitly apply to any subcontractors used by the Proposer to deliver services to the State.

5.1 Confirm that you are licensed to do business in the State of Connecticut.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.2 Completion of this proposal confirms your ability to mirror requested benefits. If you are unable to meet all requirements, variations should be clearly reported in the Bid Exceptions and Deviations Document. Completion in whole or in part will also act as confirmation of the accuracy of the data provided in your proposal.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.3 Confirm that you will have certain providers removed from the MA or Medicare Part D Network, at the State' request for such instances as evidence of fraud, waste and abuse or placement on the Office of Inspector General ("OIG") Exclusions List, evidence of poor member health outcomes/management, etc.

5.4 Confirm that there will be no minimum participation requirements.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.5 Confirm you will comply with any independent auditing or claims review firm employed by the State in providing required financial information, claim information and claim documents for claims audits and/or review.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.6 Confirm that you will be responsible for defending any litigation concerning erroneous claims administration.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.7 The Vendor will be required to interface with the following organizations below. Confirm your agreement with details outlined in the table below.

Attached Document(s):

Organization	Description of Files	Frequency	File Format	Confirmation	Comments

State	Vendor will receive an initial full eligibility feed and eligibility updates (change file)	At least weekly	Standard HIPAA 834 Benefit Enrollment and Maintenance transaction file layout Vendor may request additional weekly files in a mutually agreed upon format.	*Single, Pull-down list.* 1: Confirmed, 2: Not confirmed, explain in comments	*500 words.*
Segal (health care consultant)	Vendor to provide a detailed claims and patient information data feed monthly data feed of all medical claims.	Monthly. Data feed must be provided for the prior month by the 3rd business day of the current month.	Mutually agreed upon format	*Single, Pull-down list.* 1: Confirmed, 2: Not confirmed, explain in comments	*500 words.*

5.8 Confirm you will notify the Plan and each affected individual directly if a breach of unsecured protected health information is discovered, as required under the Health Information Technology for Economic and Clinical Health ("HITECH") Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and in accordance with the HIPAA/HITECH Comprehensive Final Rule.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.9 Confirm your willingness and ability to modify claims processing systems in order to administer unique reimbursement schedules and methodologies specific to the state employee plan.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.10 Confirm that you will provide MA-PD PPO plans with same in-network and out-of-network cost sharing for members.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.11 Confirm that you are willing to cover members entering your plan that have been diagnosed with End Stage Renal Disease (ESRD).
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.12 Confirm that you agree that members who are disabled and on Medicare, but who are under age 65, are eligible for the MA-PD PPO plan(s) proposed.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.13 Confirm you agree to provide administration services for the certification of non-spouse disabled dependents to determine that they meet requirements of dependency.
Single, Radio group.
1: Confirmed: [500 words]
2: Not confirmed: [500 words]

5.14 Confirm that you agree to provide the MMRs and MORs as detailed in this RFP.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.15 Confirm that you agree to provide detailed claims data as detailed in this RFP.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.16 Confirm you will notify OSC when you first identify significant issues that cause member disruption.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.17 Confirm that you will provide a designated clinical manager to OSC for both medical and pharmacy programs, who will have full knowledge of all clinical programs in effect as well as all clinical programs offered by your organization. Confirm that the clinical managers will have sufficient resources to efficiently and effectively handle the workload.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.18 No covered Medicare-eligible retiree or covered Medicare-eligible dependent of a retiree shall lose or gain coverage as a result of a vendor change. All transition-of-care-related issues and non-confinement provisions must be expressly waived for the initial enrollment for covered retirees and covered dependents that have already satisfied the limitations under the existing plan, unless otherwise specified in the eligibility rules established by OSC and/or CMS.

Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.19 Confirm you will assist OSC with tracking of Health Enhancement ("HEP") related chronic condition status and copays for visits related to certain chronic conditions.

Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

By way of background, all State of CT non-Medicare members may opt in to participate in the Health Enhancement Program. In doing so, they pay $100 less per month for their health benefits than those not participating or not compliant with the program. Additionally, compliant members pay reduced prescription costs and are waived copays for medical services specific to a list of five (5) chronic conditions: asthma, chronic obstructive pulmonary disorder (COPD), coronary artery disease (CAD), diabetes, heart failure, hypertension (high blood pressure), and hyperlipidemia (high cholesterol). Those with one of the five chronic conditions is rewarded $100 once annually for their compliance and continued care for their condition. An explanation of HEP may be found here: HEP FAQ_FINAL 2020 (5).pdf (connect2yourhealth.com)

5.20 Confirm you apply the logic provided by to the OSC to your claims system to track members who have office visits associated with the treatment of a HEP chronic disease and the zero dollar co-pays associated with such visits.

Single, Radio group.

1: Confirmed,
2: Not confirmed: [500 words]
5.21 Confirm you will provide annual reporting to the state on HEP member related visits and copays.

Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

5.22 Confirm you will provide requested data and participate in the validation of the Medical Loss Ratio (MLR) to be performed by the OSC or its designee. The validation will include a review of processes for both the claims and non-claims components of the MLR. For purposes of calculating an MLR, the non-claims components considered medical expense will include Quality Improving Activities (QIA) as defined at 42 CFR §422.2430.

Single, Radio group.
1: Confirmed,
2: Not confirmed: [500 words]

6 ADDITIONAL OSC REQUIREMENTS

Below are additional requirements for submitting an MA-PD proposal. By checking "Confirmed", Proposer represents the proposal submitted adheres to these requirements, unless otherwise noted in the proposal. **Failure to agree to any of these requirements may result in disqualification of proposal.** If a Vendor takes exception to any of these requirements, it must be so noted in the Bid Exceptions and Deviations Document of their proposal response. These requirements will also explicitly apply to any subcontractors used by the Bidder to deliver services to the State.

6.1 General
6.1.1 Vendor will provide all labor, equipment, facilities, supplies, and services as needed/specified.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.1.2 Administration of benefit plans for retired State employees and dependents and affiliated groups participating in the program described in Section I:
Vendor must agree to administration of the plan as mutually agreed to by the vendor and the State, with final determination to be made by the State. All operational aspects of the plan must be clearly described and the State must reserve the right to review and audit the operations of the plan.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.1.3 Develop and maintain an employee benefit plan providing benefits as specified by the State. The benefit plans to be offered are described on the State's website at https://retiree.uhc.com/ct/coverage-and-benefits
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.1.4 Vendor must allow the State to test website structure, pages, and review and approve content for usability as determined by the State; usability concerns must be resolved within two (2) business days.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.1.5 Vendor must agree that all data, records, files and other information relating to the plan belong to the State and are subject to release to the State if the contract is terminated.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.1.6 Vendor must provide a copy of its emergency operations/disaster recovery/business continuity/pandemic flu/COVID-19 plan as part of their response to this RFP.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.1.7 Vendor must provide detailed information on insurance, bonding, and guarantees offered in the event of issues caused by loss of operations due to an emergency or disaster.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.1.8 Vendor must provide subrogation services.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.1.9 Vendor must disclose offshore relationships, if any.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.1.10 Vendor must receive prior approval for all communications to members. This includes all written website, electronic communication including, but not limited to, media advertising and regulatory mailings required under federal and/or state law. During open enrollment periods, all general media advertising in the State of Connecticut media markets must also be approved by the State. Failure to comply will result in a penalty payment of 0.50% of total expenses, no less than $30,000 and no greater than $100,000.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.2 On-line services/Functions
6.2.1 What on-line services/functions will be made available to the State?

	Response	Comments
I. Claims Summary and detail	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*
II. Billing History	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*
III. Provider Directory	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*
IV. Enrollment Summary	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*
V. Medical Cost Tracker by Member	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*
VI. Ability to Order New Member Materials	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*
VII. Ability to Print Temporary ID Cards	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*
VIII. Health Topics/Medical Information	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*
IX. Special Enrollment	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*

X. Medical Coverage Positions/Coverage Stance (ex. Cochlear Implants)	*Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed, please explain	*500 words.*

6.2.1 What training will be made available to the OSC's staff regarding online services and functions?

6.3 Eligibility

6.3.1 Vendor must agree to meet all CMS enrollment and eligibility requirements.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.2 Vendor must agree to accept and provide electronic data feeds in the appropriate HIPAA or State defined format on a schedule determined by the State. Currently for active employees and retirees, enrollment data is sent via the HIPAA 834 format. All carriers will receive the identical format and data structure as defined by the State.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.3 Vendor must agree to share data with health benefits administrators and the State's healthcare consultant and actuary, and data manager.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.4 Vendor must agree to accept the eligibility structure as defined and/or approved by the State.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.5 Enrollment data that does not pass carrier system edits must either be corrected or bypassed by the carrier. The remaining data must be posted without delay. Issues related to errant data must be addressed with the Healthcare Policy and Benefit Services Division or the Partnership Group to which the member is assigned, as appropriate.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.6 Vendor must agree to the State-defined Eligibility Periods; award of this contract means that any Medicare-eligible retirees and Medicare-eligible dependents of retirees will be eligible for coverage.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.7 Open enrollment shall be the period announced by the State to allow eligible subscribers to join the plan, change coverage, or add eligible dependents. The open enrollment periods are generally from May 1st to June 1st each year for non-Medicare services and the month of October for Medicare related services.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.8 HIPAA Events: members may add, drop or make changes as appropriate if an allowable qualifying event occurs.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.9 The vendor must agree to process retiree enrollment additions, changes and deletions correctly within seven (7) days of the creation date of the file or information provided by the State. The State will provide a weekly file to report any changes within their enrollment data (to be known as the Change File). This file will include additions, terminations, coverage class changes, changes in enrollment, etc. Towards the end of each month, the State will provide a monthly file to report a snapshot of all current live enrollment data (to be known as the Full File). The Full File is typically not loaded and used for comparative purposes only. After receipt of the monthly Full File, the vendor must reconcile all retiree enrollment data and report any discrepancies, in a format defined by the State, by the 15th of the next month to the Healthcare Policy and Benefit Services Division. The State will review the discrepancies and provide feedback appropriate to the condition being reported and make any necessary corrections to enrollment information.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.10 The vendor must agree to establish a process for each Participating Employer in the Partnership Plan to report any changes within its enrollment data, such additions, terminations, changes in dependent enrollment and will process enrollment additions, changes and deletions within seven (7) days of the receipt of the file or information provided by a Participating Employer. After receipt of the monthly file, the vendor must reconcile

all retiree enrollment data and report any discrepancies, in an agreed format by the within seven (7) days to the Participating Employer, which will review discrepancies and provide feedback.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.11 The vendor will capture and report the State provided Employee ID (EMPLID) in data stores and data transfers with the State and other state vendors. The member's EMPLID must also be connected to all associated dependents.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.12 The vendor will provide the State with online access to their enrollment information in real time.
Single, Radio group.

1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.3.14 The successful vendor must agree to process enrollment additions, changes and deletions correctly within seven (7) days of the creation date of the file or submission of information provided by the Partnership Plan groups and to administer the billing of all Partnership premium.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.4 File Exchange Protocol

6.4.1 There are currently two methods for exchanging files with the State's Core-CT system:

a. The carrier logs into the secure Core-CT Production Supplier Portal via https to download files. The URL is https://corect.ct.gov:10400/psp/PSPRD/signon.html

   -or-

b. The carrier logs into the secure Core-CT Axway Server. The URL is https://sfile.ct.gov/ For those using an automated system Axway has a client available at http://www.axway.com/productssolutions/securetransport

Testing Requirements

At least one test cycle must be completed successfully prior to going live employing one of the previously mentioned file transports.

The Core-CT Supplier Portal uses a non-standard port (10400 for Production, 15000 for Test) and that may require action by the carrier's Tech Support area to accomplish this. Vendors must report in their response to this RFP whether they were able to successfully reach the portal sign on page at: https://corect.ct.gov:10400/psp/PSPRD/signon.html or have obtained Axway client software and successfully connected to: https://sfile.ct.gov/

For testing purposes, the link to the TEST supplier portal is:
https://corect.ct.gov:15000/psp/PSTPR/?cmd=login&languageCd=ENG&

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

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.5 Network Development, Rental and Management

6.5.1 Vendor will be responsible for maintaining all provider contracts, terms and conditions, within its claims payment system.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.5.2 Vendor will handle all provider quality issues.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.6 Administrative or Executive Support

6.6.1 Vendor must verify and commit that during the length of the contract, it shall not undertake a major conversion for, or related to, the system used to deliver services to the plan without specific written notice to the State. This does not apply to any program fixes, modifications and enhancements.
Single, Radio group.

1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.6.2 Vendor must notify the State prior to any changes in vendor's representatives account management team

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.6.3 Vendor must agree to change the assigned account management team members at the State's request.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.7 Performance Standards

6.7.1 Vendor must comply with performance standards as identified in this RFP (examples provided in Performance Standards are provided for illustrative purposes only and may be expanded at the State's option.) The State reserves the right to negotiate all proposed performance standards.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.8 Audits
6.8.1 Vendor must agree to audits conducted by the State or its chosen auditor and/or legislative audit.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.8.2 Vendor must agree to annually provide a SSAE-16 Report if the State determines there is a need (allowable time will be given to provide this information, if the vendor doesn't currently have a completed or a SAS 70 and any other applicable audits and certifications).
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.8.3 Vendor must agree to make available all provider records to the State or its representatives (e.g. State Auditors, the State's actuary, etc.).

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.8.4 Vendor will guarantee to the State or its appointees the right to reasonable inspection of facilities, equipment, and system support operations to ensure the continued ability of the vendor to support the plan; failure to comply with a reasonable request to inspect will result in a penalty; failure to respond to a finding from an inspection within 30 calendar days will result in a penalty.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.8.5 Vendor must agree to allow the State to audit all reported Federal Revenue
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.8.6 Vendor must agree to allow the State to audit all pharmacy rebates and other manufacturer revenues.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.9 Data Requirements

6.9.1 Vendor must agree to provide claims data in the format outlined by the State on a schedule determined by the State.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.9.2 Vendors must agree to provide requested claims, enrollment, and related data to the State's consultant and data manager for inclusion in the State's claims database.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.9.3 Vendor must agree to supply weekly, claim-line detail, medical and prescription drug claims including procedure and diagnosis codes and payment data to the State, Segal, or its designated data manager vendor.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.10 Reporting Requirements
6.10.1 Vendor must provide some form of on-line ad hoc reporting capability with full description of the tools available.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.10.2 Vendor must provide reporting based on the divisions defined by the State.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.10.3 Vendor will provide a detailed description of its capability to track and report on telephone services to include categories being monitored; at a minimum, the vendor must provide a monthly report of types of calls, number of calls resolved during the month, phone abandonment rate, and average response times.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.10.4 Vendor must negotiate with the State to develop mutually agreeable reporting formats and deadlines; the State reserves the right to establish formats and deadlines if negotiations fail.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.10.5 Vendor must provide basic provider background information, cost data, and quality data on a scheduled basis as determined by the State.
Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.10.6 Vendor must provide Annual Reporting of Federal Revenue.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.10.7 Vendor must provide quarterly Pharmacy rebate and other manufacturer revenue reporting.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.10.8 Vendor must provide reporting of all non-claims-based payments to providers and other vendors that may be associated with administration of the plan.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.10.9 Vendor will provide a copy of the data dictionary for all fields that are operational in any system proposed. This data dictionary must include the length of the field and a specific description of the data stored in each field.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.11 Accounting/Actuary Requirements
6.11.1 Vendor must provide a year-end report at the appropriate plan year-end.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.11.2 Vendor will respond to all requests for additional information within a 24-hour period.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.12 Privacy and Security
6.12.1 Vendor must comply with HIPAA, PPACA and other federal and/or state mandates to include privacy, security and electronic data transfer requirements.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.12.2 Vendor must describe any breaches, complaints or grievances with regards to protected health information (e.g., security or privacy) for their complete book of business; list the event and resolution in detail.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.12.3 Vendor must disclose any event where its employees have willfully committed acts that compromise member information, regardless of whether it is PHI or not.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

6.12.4 Vendor must describe its HIPAA policies, procedures and training related to quality and provider data.

Single, Radio group.
1: Confirmed,
2: Not Confirmed, please explain: [500 words]

7 QUESTIONNAIRE - GENERAL INFORMATION, CAPABILITIES, AND EXPERIENCE WITH NATIONAL MA-PD PLANS

7.1 REFERENCES

7.1.1 Provide three (3) current customer group health plan references. For at least one (1) of these references, Vendor should provide a reference for their largest (based on total group membership) Public Sector group

health plan client. For at least one (1) reference, Vendor should provide a reference for their longest standing Public Sector group health plan client, based on continuous years of service The reference for largest client and longest standing client may be the same reference. The OSC is interested in working with carriers that have experience with and a history of providing MA-PD benefits to public sector plans of similar size. Provide the following for each reference:

	Reference 1	Reference 2	Reference 3
a. Customer name			
b. Length of time serviced			
c. Number of covered members			
d. Description of services			
e. Name of contact			
f. Contact title			
g. Contact phone number			
h. Contact email			
i. Contact address			

7.1.2 Provide this same information for two (2) recently-terminated customers. Include the reason the engagement was terminated.

	Reference 1	Reference 2
a. Customer name		
b. Length of time serviced		
c. Number of covered members		
d. Description of services		
e. Name of contact		
f. Contact title		
g. Contact phone number		
h. Contact email		
i. Contact address		
j. Reason for termination		

7.2 COMPANY OVERVIEW

7.2.1 Please provide the following information:

	Your Company	Parent Company
Legal Company Name	*500 words.*	*500 words.*
Corporate Office Address	*500 words.*	*500 words.*

Telephone Number	*500 words.*	*500 words.*
Company URL (web address)	*500 words.*	*500 words.*

7.2.2 Provide the location of your office(s) that would be responsible for managing the OSC contract.
500 words.

7.2.3 Provide the names of all subcontractors along with the type of services they will provide, the number of years your firm has utilized the subcontractor, and the contractual relationship between subcontractor and your company. Please use the table provided below.

	Name and Address	**Type of Service(s)**	**Years Utilizing this Contractor**	**Contractual Relationship**
1.	*500 words.*	*500 words.*	*500 words.*	*500 words.*
2.	*500 words.*	*500 words.*	*500 words.*	*500 words.*
3.	*500 words.*	*500 words.*	*500 words.*	*500 words.*
4.	*500 words.*	*500 words.*	*500 words.*	*500 words.*
5.	*500 words.*	*500 words.*	*500 words.*	*500 words.*

7.2.4 Has your organization experienced recent merger or acquisition activity? If so, please describe. Has your organization recently undergone any workforce realignments? If so, please describe. Are there any anticipated changes in ownership or business developments, including, but not limited to, mergers, stock issues, and the acquisition of new venture capital? If so, please explain.
1: Yes, explain
2: No

7.2.5 Does your company have any current or pending litigation? If yes, please explain.
1: Yes, explain
2: No

7.2.6 Has your company been sanctioned by CMS in the past 5 years, on the contract upon which you are bidding? If so, please explain.
1: Yes, explain
2: No

7.2.7 Are there any other sanctions that the OSC should be made aware of on this bid?
1: Yes, explain
2: No

7.2.8 Confirm your organization will be responsible for payment of any fines levied against the OSC by CMS as a result of an action by your organization that incurred the citation.

1: Confirmed, explain
2: Not confirmed

7.2.9 Describe any staff relocations, computer system changes/upgrades, program changes, or telephone system changes in process at this time or proposed within the next 12-24 months.
1000 words.

7.2.10 What are the most recent ratings for your company by the following?

	Rating	Date
A.M. Best	*10 words.*	*To the day.*
Fitch	*10 words.*	*To the day.*
Moody's	*10 words.*	*To the day.*
Standard and Poor's	*10 words.*	*To the day.*

7.2.11 If your rating has changed within the past 12 months for any of the rating agencies, please explain.
1000 words.

7.2.12 Is your organization:
1: Privately held,
2: Publicly traded,
3: A Mutual Holding Company, or
4: Other. Please describe:

7.2.13 What fidelity and surety insurance or bond coverage do you carry or would you recommend to protect the OSC? Specifically, describe the type and amount of the fidelity bond insuring your employees, which would protect the OSC in the event of a loss.
1000 words.

7.2.14 Confirm that you will provide the most recent 2 years of your firm's audited financial statements. Provide the requested financial statements as an attachment to your proposal.
1: Confirmed,
2: Not confirmed, explain: [Unlimited]

7.3 EXPERIENCE

7.3.1 Describe your organization's experience participating in Medicare for both Part C and Part D benefits. Include the number of years that your organization has participated in Medicare and a brief history of key developments over this time, such as when your first group Medicare plan was offered. Please also include insight on the direction of your program over the next five years.
1000 words.

7.3.2 Provide statistics regarding your MA-PD business for your entire book of business. Break out your MA individual book of business and your MA-PD employer group book of business, further broken out for your public sector group of business. Provide both number of enrolled members for individual and group and number of employer group clients for 2018 - 2022.

	Individual Members	**Total Group Members**	**Total Number of Employer Groups**	**Public Sector Members**	**Number of Public Sector Groups**	**Number of Public Sector Groups with 50,000+ lives**
2018	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*
2019	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*
2020	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*
2021	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*
2022	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*	*Integer.*

7.3.3 Provide your organization's year-end Medicare membership for each year that you have participated in the Medicare program.
1000 words.

7.3.4 a. How many new group MA members did your organization add effective January 1, 2021 and January 1, 2022? b. How many new MA groups did your organization add effective January 1, 2021 and January 1, 2022?
1000 words.

7.3.5 What percentage of your 2021 total group MAPD membership renewed for the 2022 plan year?
1000 words.

7.3.6 Provide a list of your 10 largest MA-PD PPO group health plan clients. Largest is denoted by size of membership.

Largest Clients	Name of Client	Is the client in the Public Sector, Corporate or Taft – Hartley/Multiemployer market?	Total Membership	MA or MA-PD?	Start date	End Date
1						
2						
3						
4						

5						
6						
7						
8						
9						
10						

7.4 STAFFING

7.4.1 Confirm that all Member Service Representatives (MSR), clinical staff and other applicable team members are appropriately licensed or certified in the state in which they are employed. Describe the licensing requirements for your staff.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.4.2 Confirm that you will be available and participate in the OSC's Open Enrollment communications campaign. Describe your involvement and how you will assist members in learning about their benefit enrollment options.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.4.3 Confirm that your organization will conduct on-site, statewide educational sessions for the OSC's Medicare-eligible retirees and Medicare-eligible dependents of retirees during the period from October-December 1st for implementation by January 1st. Confirm that you will conduct at least one meeting in each county plus two or more meetings in the larger populated counties.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.4.4 OSC is interested in your organization providing on-site staff. The staff would be needed to work in the OSC offices as Member Service representatives for medical and pharmacy issues. These employees would also need to be available to OSC management staff for the purpose of resolving claim and member issues. Please suggest staffing levels for this request. Describe how your organization would train the on-site staff to support the members and OSC staff and whether OSC would be involved in the interview process for this staff.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.4.5 Confirm your understanding and agreement that ALL on-site staff will be subject to a background check and will be required to comply with statewide onsite vendor policies and procedures.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.5 MEMBER SERVICES

7.5.1 Please describe the hours and days the Members Services unit will have live representatives available to OSC members.
1000 words.

7.5.2 Is there a Pre-Enrollment information line available during Open Enrollment as well as an Information line available throughout the year?
1: Yes, explain
2: No

7.5.3 How are calls "after hours" of operation handled?
1: Voice mail,
2: No service,
3: Full service – 24/7,
4: Some extended hours for calls,
5: Other, please specify:

7.5.4 Confirm each of the following:

Member Services	Response
a. Vendors will operate a dedicated member services unit to answer questions from the OSC's members.	
b. Vendors will operate a dedicated toll-free member services line to answer questions solely from the OSC's members.	
c. Vendors will have special telephone features for the hearing impaired.	
d. Resources will be available to assist non-English speaking callers through a translation service.	
e. All calls will be recorded and kept for 24 months and made available for the OSC's review upon request.	
f. MSR will warm or soft transfer members to other service areas or Vendors including the OSC, if necessary.	
g. Members will be able to opt out of the Interactive Voice Response (IVR) to speak with a live MSR.	

7.5.5 Please provide the geographic location of the Member Service unit(s) that will be servicing the OSC's members. Will this service be outsourced? If so, provide the name of the outsourcer. Will the Member service unit be dedicated to the State of Connecticut account?

1000 words.

7.5.6 How large is your MA Member Service Department? How many employees work exclusively in this department?
1000 words.

7.5.7 Describe the call center organization and structure. How many MSRs are located at the primary call center? What is the ratio of supervisor/team leaders to MSRs at the primary call center?
1000 words.

7.5.8 Do any MSRs work from home? If so, please describe the structure and oversight to support.
1000 words.

7.5.9 Confirm that all MSRs reside in the U.S.
1000 words.

7.5.10 Describe your firm's process for providing training to MSRs to serve a senior membership.
1000 words.

7.5.11 Describe how you can provide OSC's staff call monitoring capability for live and/or recorded calls remotely and on-site. If recorded calls, confirm that you will allow OSC to select a sampling on a weekly basis. Please describe if your organization's system is capable of allowing OSC staff to hear a specific call made to your call center if the OSC staff person can provide the date, time, and MSR involved.
1000 words.

7.5.12 Describe the escalation process for Member Service satisfaction and complaints.
1000 words.

7.5.13 Describe the escalation process for urgent drug claim issues where claims are rejecting at the pharmacy and members need immediate assistance and resolution.
1000 words.

7.5.14 Confirm you will handle all initial internal and external appeals in accordance with CMS requirements and guidelines.
Single, Radio group.
1: Confirmed: [Unlimited],

2: Not confirmed: [Unlimited]

7.5.15 Confirm you will handle any and all grievances in accordance with CMS requirements and guidelines. Describe how you will comply with this requirement.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.5.16 Confirm that you will mail, via surface mail, a member ID card to all members at least ten (10) business days before the beginning of each plan year. Confirm that you will mail ID cards to newly-enrolled members within ten (10) business days of receiving confirmation from CMS. Confirm that you will re-issue the member ID card within five (5) business days of notice if a member reports a lost card or for any reason that results in a change to the information disclosed on the member ID card.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.5.17 Confirm that you will issue new member ID cards as required by the OSC, at your expense.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.5.18 Confirm your ability to provide a member ID card that, at a minimum, includes the following information:

ID Card Information	Response
The member's name.	
Vendor's twenty-four (24) hour, seven (7) day/week toll-free eligibility and pre-certification services telephone number and applicable co-payments and deductibles for services.	
State of Connecticut Branding	

7.5.19 Do you use an outside vendor to print ID cards? If yes, what security measures do you have in place to prevent a breach?
Single, Radio group.
1: Confirmed: [Unlimited]
2: Not confirmed: [Unlimited]

7.5.20 If your organization has experienced a security breach, describe the breach and how your organization achieved resolution.

7.5.21 Confirm you will you issue a combined ID card for medical and PBM services? Provide a sample of the ID card.
1: Yes. Sample is attached
2: Yes. Sample is not attached, explain:
3: No, explain:

7.5.22 Describe when the Evidence of Coverage (EOC) will be available prior to Open Enrollment annually in accordance with CMS requirements.
1000 words.

7.5.23 Please complete the following table:

Provider Directories	**Response**
Are hard copy provider directories available to your membership? If so, describe how often they are mailed and whether they are sent to new members only.	
Are the provider directories also available online? (provide link)	
If so, how often are they updated? Are directories audited for accuracy of provider information? Do directories include quality information and demographic information of providers?	

7.5.24 Indicate whether your member website captures the following:

Member Website Capabilities	**Response** (Yes/No)
Provider directory and provider search (physician, hospital, pharmacy, and ancillary providers) for Providers that accept Medicare assignment)	
Ability to make a doctor's appointment online	
Ability to review claims payment status online	
Ability to review a history of claims payments (medical and pharmacy), including deductible status, and out-of-pocket maximum status	
Ability to see a summary of the OSC's plan design and review the EOC	
Ability to print ID cards and request replacement cards	
Ability to contact Member Services online	
Star Ratings	
Information about diseases and conditions	
Contact information for the OSC, its other vendors, and links to their websites	
Online access to forms	
Up to date OSC-specific formularies with tier rankings	
Ability to review/select incentives (i.e., gift cards) when they are available to the member.	
Cost Information by Procedure Type	

7.5.25 Describe any additional tools and functionalities available to members in your web portal not captured above.
1000 words.

7.5.26 Describe how your member website is maintained for HIPAA and CMS compliance.
1000 words.

7.5.27 Describe your mobile application and how it is designed to serve a senior membership.
1000 words.

7.5.28 Confirm that you will provide all correspondence to members required by CMS regarding terminations and compliance issues.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.5.29 Confirm that you will provide all CMS required filings related to certification of compliance to all fraud and abuse requirements.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.5.30 Confirm that you will provide all CMS required filings related to formulary, medication therapy management (MTM), and other clinical programs on a timely basis.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.5.31 Describe your organization's Member Satisfaction Surveys and provide the most recent results.
1000 words.

7.5.32 What provider or member services have you established to address the unique new challenges that the pandemic has put on either your providers or members?
1000 words.

7.5.33 Although the transparency law doesn’t apply to retirees, what best practices for cost transparency and tools you are developing for your commercial plans will you apply to your MA-PD offering to provide better insight to cost transparency for retirees?
1000 words.

7.5.34 Although the No Surprises Act doesn't apply to retirees, what best practices to ensure no surprise billing you are developing for your commercial plans will you apply to your MA-PD offering?
1000 words.

7.6 ACCOUNT MANAGEMENT/ CLIENT SERVICES

7.6.1 What is the MA-PD PPO group contract number on which the OSC's account will reside?
1000 words.

7.6.2 Provide contact information for the Account Executive that will be assigned to this engagement.

	Response
Company Name	*100 words.*
Contact Name	*100 words.*
Contact Title	*100 words.*
Address	*100 words.*
Office Number	*100 words.*
Mobile Number	*100 words.*
e-Mail Address	*100 words.*
Company URL (web address)	*100 words.*

7.6.3 Identify the key Account Management team you propose to work on this account and provide an organization chart, including names and titles, of management and key personnel that will be responsible for account management. Some positions may be dedicated and others may be designated. Please describe your definitions for "Dedicated" and "Designated" and indicate which positions are Dedicated vs. Designated.
1000 words.

7.6.4 Indicate whether the person who will fill each position is already employed by your firm or whether he/she will be recruited upon Contract Award. If the person(s) are already employed, provide resumes, length of time with your firm and length of time in their current position. At a minimum, the positions below should be included.

1. Account Director – Responsible for overall account relationship including strategic planning in relation to plan performance, consultative services, recommendations for benefit design and cost containment opportunities, overseeing contractual services under the contract with the OSC, and managing all other Bidder's staff working on this account. The Account Director shall have at least 3 years of experience with your firm as an Account Director in similar engagements.

2. Actuary – Responsible for developing the OSC's premiums for MA-PD and Part D EGWP plan options and projecting future claims costs and CMS reimbursements. Will assist the OSC in determining the projected short- and long-term financial impact(s) of prospective programs. The Actuary shall be a Fellow of the

Society of Actuaries and have experience in rating MA-PD and Part D EGWP plans for groups similar to the OSC.

3. Medical Director – Responsible for design and clinical effectiveness of medical management and wellness programs to manage the risk of the OSC's membership and therefore control future cost/premium increases. Will work pro-actively and collaboratively with the OSC to identify health risks in the OSC's membership that are behaviorally caused and, as necessary, develop modified or additional programs to target these risks. Will assist the OSC in determining the projected short- and long-term clinical and health impact(s) of current and prospective programs.
4. Medicare Director – Responsible for coordinating with CMS to ensure that all MA-PD and Part D EGWP filings are structured to properly and fully support the OSC's requirements. Also develops processes and strategies to maximize CMS funding to minimize premiums. Proactively assists the OSC in developing strategic considerations to maximize operational and cost efficiencies. Responsible for communicating CMS and MA-PD and Part D EGWP program updates and the resulting impact on the OSC's program. Must have at least 3 years of experience as a Medicare Director in similar engagements.
5. Pharmacy Director – Responsible for managing the overall pharmacy operation, including all account services directly related to clinical pharmacy including formulary management, clinical plan rules and programs, medication therapy management, and specialty pharmacy. Will provide information and recommendations with respect to new drug/therapy introductions and clinical pharmacy best practices.
6. Clinical Account Director – Responsible for overall account relationship including strategic planning in relation to plan performance, consultative services, recommendations for benefit design, improving clinical outcomes and cost containment opportunities, overseeing clinical services under the contract with OSC, and managing all other Bidder's clinical staff working on this account.
7. Privacy Officer/Attorney – Responsible for ensuring compliance with all applicable laws and regulations, including HIPAA, and ACA. Responsible for maintaining internal controls to protect PHI and adequate and timely steps are taken in the event of a breach of confidentiality. Responsible for communicating program and policy updates to the OSC and coordinating as necessary with OSC's internal counsel and staff.
8. Operations Director – Responsible for overseeing the file transfer process of eligibility data, interfaces between vendors, reporting, and data sharing. Responsible for all Member Services and communications. The Operations Director shall have at least 3 years of experience as an Operations Director in similar engagements.
9. Implementation Manager – Responsible for development and execution of implementation plan. Coordinates with OSC's internal and external resources. The Implementation Manager shall have at least three (3) years of experience as an Implementation Manager covering at least 50,000 group health members and larger.

7.6.5 Please describe your firm's turn-over rate, as it pertains to Account Management staff.
1000 words.

7.6.6 Confirm that you will provide an Account Executive and a backup account staff member that will handle **ALL** service matters related to the operation of the program.

Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.6.7 Confirm that you will respond to all the OSC inquiries within one (1) business day.
1: Confirmed
2: Not confirmed

7.6.8.Discuss how your firm will escalate issues through the corporate structure and track and report issues/findings to the OSC.
1000 words.

7.6.9 What influence does the client account management team have within the call center, particularly if the OSC is reporting an issue to account management? How does the account management team address the issues with the call center to get resolution? Does the client account management team have direct access to the call center customer service system and call center staff?
1000 words.

7.6.10 Confirm that you will provide an annual score card to the OSC so that the OSC can assess your performance. Please upload a sample of your annual score card.
1: Confirmed, sample attached
2: Confirmed, sample not attached explain:
3: Not confirmed, explain:

7.6.11 Confirm that your team will attend on-site quarterly meetings with the OSC to present current plan and service performance, address any recent issues/challenges encountered, suggest potential savings opportunities, and discuss other pertinent topics to be identified prior to each meeting.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.6.12 Please provide a sample of your quarterly reporting format.

7.6.13 Are you willing to customize this report for the OSC?
1000 words.

7.6.14 Are legislative updates part of your quarterly reporting format?
1000 words.

7.6.15 Confirm that your team will attend the OSC's Healthcare Cost Containment Committee Meetings as necessary, and at your expense.

Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.6.16 Confirm that aggregate plan utilization and performance information will not be deemed proprietary and can be shared with the OSC's Health Care Cost Containment Committee and other state entities that have use for the information.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.6.17 Do your services include legislative updates to plan sponsors?
1: Yes – included in Standard Fees,
2: Yes – for Additional Charge,
3: No

7.6.18 Discuss how your firm will notify the OSC when you first identify significant issues that cause provider disruption. How will you track the issue through to resolution while keeping the OSC updated on status?
1000 words.

7.6.19 What strategies will you use to minimize member disruption when there is a contractual dispute with a provider? How will you minimize such disruptions throughout the contract term?
1000 words.

7.6.20 Describe your client web portal. What tools and capabilities are available to OSC staff?
1000 words.

7.6.21 Will you make available to the OSC staff and its designees the on-line claims query/reporting tool for the purposes of standard and ad-hoc report generation and queries?
1000 words.

7.6.22 If yes, how soon after the end of each month are claims reports available?
1000 words.

7.7 CLAIMS PROCESSING

7.7.1 Using most recent year-end data, complete the table below for the claim office that will have payment responsibility for this account:

	Target	Actual 2021year end results
Total annual claim volume per year (in total number of claims)	*500 words.*	*500 words.*
Average claims processed per processor per day	*500 words.*	*500 words.*
Claims turnaround time (percent of clean claim transactions processed within 14 calendar days following receipt of claim)	*500 words.*	*500 words.*
Average number of business days to process a clean claim from date received to date check/EOB issued	*Decimal.*	*Decimal.*
Financial accuracy (percentage of claim dollars paid without error, relative to total claim dollars paid)	*500 words.*	*500 words.*
Processing accuracy (percentage of claims processed without error, relative to the total number of claims processed)	*500 words.*	*500 words.*
What percent of all non-clean claims submitted are processed (from date received to date check/EOB issued) within 10 business days?	*Percent.*	*Percent.*
What percent of all non-clean claims submitted are processed (from date received to date check/EOB issued) within 30 business days?	*Percent.*	*Percent.*

7.7.2 Confirm that the claims processing system is integrated with the eligibility and Member Services system.
Single, Radio group.
1: Confirmed,
2: Not confirmed: [Unlimited]

7.7.3 Describe the claims payment process from date of receipt to full adjudication of checks to providers or patients. If the process is different for network and non-network claims please discuss separately.
1000 words.

7.7.4 Describe the claims payment process for “non-clean claims” from date of receipt to full adjudication of checks to providers or patients. If the process is different for network and non-network claims please discuss separately.
1000 words.

7.7.5 Provide the following information regarding internal claims audit(s):

	Response
What are the current standards for internal claim audits?	*Unlimited.*
How often are claim processors audited?	*Unlimited.*
When an error is found, what is the time period for correction of the claim?	*Unlimited.*
Are reports monthly, quarterly, semi-annual, etc.?	*Unlimited.*
What claims do you consider for high dollar audits?	*Unlimited.*
Are high dollar audit claims handled internally?	*Unlimited.*
How are criteria determined for internal audits? What triggers do you utilize?	*Unlimited.*
What percent of claims are audited internally?	*Unlimited.*
What is the ratio of quality reviewers to claim processors?	*Unlimited.*

7.7.6 Describe your process to ensure that benefits or program changes that have the potential to create member disruption and provider payment issues are made timely and accurately. Such changes include mandated CMS updates of service codes, fee schedules, etc.
1000 words.

7.7.7 Describe protocol and use of proper quality control testing for any benefit or program changes (e.g. codes or fee schedule updates) prior to live release.
1000 words.

7.7.8 Describe the standard number of tests and applicable test areas.
1000 words.

7.7.9 Confirm that the Vendor will share the results of the internal audit testing with the OSC and its designee.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.7.10 Describe the process to address errors and adjustments found from the Vendor's internal audit and quality assurance review. How are adjustments issued and what impact does it have, if any, on the implementation timing?
1000 words.

7.7.11 Confirm that the OSC will be able to review your organization's comprehensive external audit benefit testing scenarios.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.7.12 Will the OSC have the opportunity to provide customized scenarios for internal testing? For external audit testing?
1000 words.

7.7.13 Describe how you will work with the OSC on achieving successful benefits testing.
1000 words.

7.7.14 Describe how you monitor denied claims for trends and patterns to timely determine if outreach is needed to a provider's office for educating/training on proper filing, codes, etc. so the provider may submit a clean and accurate claim.
1000 words.

7.7.15 Describe the outreach made to providers and the education/training provided in the event a provider needs to be contacted as a result of trends and patterns related to denied claims.
1000 words.

7.7.16 Describe how you monitor pharmacy claims for trends and patterns to timely determine if outreach is needed to a provider's office for educating/training on dispensing guidelines and protocols.
1000 words.

7.8 REPORTING TO OSC

7.8.1 Confirm that you will provide and present quarterly reports to the OSC.
1: Confirmed
2: Not confirmed

7.8.2 Vendors shall create and generate standard utilization and cost reports. Provide a list of your standard reports. In addition, include a description of each report, a sample, and the frequency of the report.
1000 words.

7.8.3 Are these reports available online currently? If they are not, how will they be provided to the OSC?
Single, Radio group.
1: Yes: [Unlimited],
2: No: [Unlimited]

7.8.4 Confirm that you are able to customize reports and this is included in your quoted premium(s).
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.5 Confirm that your organization will provide claim line detail for ALL claims—medical, wellness, and pharmacy—including, but not limited to, financial and diagnoses information to Segal.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.6 Confirm that your organization will report all CMS revenues (CMS direct subsidy; Federal reinsurance payments, Manufacturer coverage gap discounts, Low-income subsidies) and pharmacy rebates and other manufacturer revenue to the OSC on a quarterly basis and will present at quarterly meetings.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.7 Confirm that your organization will provide this data to Segal in a mutually agreed upon format by the 15th day of the month following the subject month.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.8 Describe your process of transferring data to Segal and ensuring the data will be HIPAA-compliant and subject to confidentiality and data security policies of the OSC. Describe whether software used is capable of analyzing and producing reports for the physician and hospital profiling. In addition, describe whether your data warehouse is capable of producing utilization and pricing information in various categories.
1000 words.

7.8.9 Confirm that you will submit the Part C and Part D Medicare Membership Reports (MMR) monthly, including all fields as received from CMS. The monthly MMR will be submitted by the end of the corresponding month.

Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.10 Confirm that you will submit the Part C and Part D Model Output Reports (MOR) upon request, no more often than annually, including all fields as received from CMS. The latest MOR will be submitted within 30 days of request.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.11 Please list and describe the reports received from CMS, other than the MMR and MOR that will be available for the proposed MA-PD plan, including frequency of the reports.

7.8.12 Please list and describe all enrollment and eligibility reports (i.e., transaction reply report (TRR)) that will be provided to the State, including frequency and function.
1000 words.

7.8.13 Are you willing to provide a denied claims report, including number of denials by reason, to the OSC? What is the frequency of this reporting? Provide a sample denied claims report.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.14 Are you willing to provide a report on member calls, concerns and grievances? What is the frequency of this reporting? Provide a sample report.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.15 Confirm that you will provide monthly, quarterly, and annual appeals and grievances reports to the OSC.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.16 Complete the table below on your 2021 MA-PD PPO group book of business statistics on appeals and grievances.

	Response
Total 2021 Member Medical Appeals	
Total Dismissed	

Total Overturned	
Total Upheld	
Total 2021 Member Pharmacy Appeals	
Total Dismissed	
Total Overturned	
Total Upheld	
Total 2021 Provider Medical Appeals	
Total Dismissed	
Total Overturned	
Total Upheld	
Total 2021 Member Grievances	

7.8.17 Describe your standard web portal and Member Services utilization reports (i.e., number of hits and calls and the nature of the members' inquiries) and provide examples.
1000 words.

7.8.18 Describe how your organization monitors and provides reporting on contractual Performance Guarantees. Provide a sample Performance Guarantee report.
1000 words.

7.8.19 Is there an additional charge for ad hoc reporting? If so, please provide the average cost per report and the average preparation time.
1000 words.

7.8.20 Confirm that the reports listed above and any others that may be developed throughout the contract term will be reviewed and verified for accuracy prior to distribution.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.21 Confirm that the OSC will be provided sufficient information regarding the previous year's renewals to audit them for accuracy and compare them to actual experience.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.22 Included as an attachment to this RFP, please find Segal’s current template for renewals. Confirm you will provide, at a minimum, the detail requested in our template. Note this template may be subject to change depending on detail that may be needed for analysis.

Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.23 Regarding premium reimbursement, the current carrier sends an annual communication to all over 65 members noting the new premium rate and advising when and where to send the information about premium changes. It then collects all of the submitted information from Medicare-eligible retirees and their Medicare-eligible dependents and confirms receipt by way of call center calls and email. Confirm your ability to match the current administration for premium reimbursements. If there are deviations to the above in your process, please describe.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.24 The current carrier also sends a monthly file of premium reimbursements to the OSC's Core-CT payroll team to upload to the OSC's system, which updates the members' monthly reimbursement rates for each month. The carrier then provides any retro amounts due to the members. Confirm your ability to match the current administration for premium reimbursements. If there are deviations to the above in your process, please describe.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.8.25 Given current gender fluidity norms, describe how your system can handle and report on such new demographic information?
1000 words.

7.8.26 Do you have any current clients for whom you are accommodating such new demographics? If yes, describe your experience.
1000 words.

7.9 ELIGIBILITY

7.9.1 Confirm that you will update eligibility data within 24 hours from receipt of data.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.2 Confirm that you will provide direct same day email confirmation that the eligibility file was received, properly loaded, processed, and that this confirmation will include the date of receipt, for the State Plan and the Partnership Plan.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.3 Confirm you will post data, not identified as errant, within 24 hours, for the State Plan and the Partnership Plan.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.4 Confirm that your organization will not enroll or cancel OSC members on its own unless there is a conflict from CMS.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.5 Discuss how you manage enrollment discrepancies (i.e., issues with Medicare acceptance of enrollment request) with the OSC and its designees.
1000 words.

7.9.6 If a conflict from CMS is found, confirm that the conflict information will be reported back to the OSC within one business day so OSC can correct and retransmit their records.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.7 Confirm that you will be responsible for validating participant eligibility through CMS.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.8 Confirm that you will provide CMS enrollment and member level identification details to the state.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.9 Confirm you will provide the OSC with online access to their enrollment information, for the State Plan and the Partnership Plan, in real time.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.10 Can the State staff make eligibility changes online?
Single, Radio group.
1: Yes, please explain: [Unlimited] ,
2: No

7.9.11. Explain your process of working error reports generated from the file loads.
1000 words.

7.9.12 Confirm that your organization will store member-level detail and will include it on any member-level reporting back to the OSC.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.13 Confirm that your organization will generate a reconciliation file monthly or on demand and that this file will contain, at a minimum, demographics, enrollment date, and cancel date.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.14 Describe the processing procedures to ensure files are received and processed timely. What safeguards are in place to detect missing files?
1000 words.

7.9.15 Confirm that you will stop an eligibility upload in the event that established error thresholds are exceeded, and that you will communicate this event to the OSC within 24 hours of the stop.
Single, Radio group.
1: Confirmed: [Unlimited],
2: Not confirmed: [Unlimited]

7.9.16 Describe how you propose to notify the OSC in the event an eligibility upload is aborted and whether the previous file will be reinstated.
1000 words.

7.9.17 Explain your process of working error reports generated from the file loads.

1000 words.

7.9.18 Describe the procedures in place to accommodate a confidential mailing address as required by Title II of HIPAA.

7.9.19 How much historical eligibility information is maintained on an individual's file? How much is accessible online, real time versus archived?
1000 words.

7.9.20 Describe your ability to manage CMS eligibility issues and how you propose to work with the OSC staff on these issues.
1000 words.

7.9.21 Describe your internal processes to track down a member's physical address and other necessary enrollment information if the information is not initially provided on an enrollment file. Outline the Vendor's responsibilities and any OSC responsibilities that are part of this process.
1000 words.

7.9.22 Describe how you address CMS eligibility issues for members that only have a P.O. Box address.
1000 words.

7.10 COORDINATION OF BENEFITS

7.10.1 Confirm that, at a minimum, your organization will accept and use the Coordination of Benefits ("COB") data provided by the OSC in the 834 file to process claims.
1: Confirmed
2: Not confirmed

7.10.2 Indicate whether you have any sources of COB information in addition to the information received in the OSC's 834 file.

7.11 REVENUE MAXIMIZATION

7.11.1 In the table below, provide your CMS Five-Star Quality Rating used for pricing the 2020 - 2022 national MA or MA-PD PPO plan you will be offering, and comment on the ratings (or lack of ratings, if applicable).

CMS Five-Star Quality Rating	2020	2021	2022	Comments
Staying Healthy: Screenings, Tests and Vaccines	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required
Managing Chronic (Long-Term) Conditions	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required

Member Experience with Health Plan	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required
Member Complaints and Changes in the Health Plan's Performance	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required
Health Plan Customer Service	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required
Drug Plan Customer Service	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required
Member Complaints and Changes in the Drug Plan's Performance	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required
Member Experience with the Drug Plan	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required
Drug Safety and Accuracy of Drug Pricing	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required
Total Five-Star Quality Rating	*Unlimited.*	*Unlimited.*	*Unlimited.*	*Unlimited.* Nothing required

7.11.2 Describe your plans for CMS Star Rating maximization.
1000 words.

7.11.3 Describe your approaches to risk adjustment. Include in your response any innovative programs you use to improve the accuracy of the risk scores and any increase in scores you have been able to achieve.
1000 words.

7.11.4 Describe your process for reconciling member risk scores with risk scores on file with CMS, tracking member risk scores, and tracking the financial impact of risk-adjusted scores.
1000 words.

7.11.5 What do you anticipate to be the impact of the full phase-in of the 2020 CMS-HCC model on risk scores?
1000 words.

7.11.6 What do you anticipate to be the impact on risk scores as a result of CMS discontinuing the policy (used for CY 2019, CY 2020, and CY 2021) of supplementing diagnoses from encounter data with diagnoses from inpatient records submitted to RAPS for calculating beneficiary risk scores?
1000 words.

7.11.7 How do your risk adjustment strategies impact the pharmacy risk score?
1000 words.

7.11.8 How will rate adjustments be handled if CMS changes the formula or process for risk adjustments?
1000 words.

7.11.9 How does your organization work to maximize risk scores for individuals aging into Medicare?
1000 words.

7.11.10 What does your organization do to educate providers on the importance of complete medical record documentation to support the data used for risk adjustment?
1000 words.

7.11.11 What provisions are in your provider contracts to incent them to routinely input complete medical documentation, including documentation of known chronic conditions?
1000 words.

7.11.12 How do you work with contracted providers to ensure they routinely input complete medical documentation?
1000 words.

7.12 DATA REPORTING TO CMS

7.12.1 What controls does your organization have in place to ensure all required data is sent to CMS for each data collection period?
1000 words.

7.12.2 What does your organization do to audit the quality and completeness of provider claims data?
1000 words.

7.12.3 What controls are in place to ensure that claims data that is submitted to CMS includes only valid risk adjustment codes?
1000 words.

7.12.4 What controls are in place to ensure your organization submits complete claim/encounter data, from all sources, to the CMS Encounter Data System?

1000 words.

7.12.5 What controls are in place to identify duplicate transactions that are ineligible from a CMS perspective?
1000 words.

7.12.6 What process is in place to assess and/or monitor the potential financial impact for instances of noncompliance (particularly as it relates to the submission of duplicate transactions)?
1000 words.

7.13 MEDICAL MANAGEMENT

7.13.1 Describe in detail all programs and services, such as wellness programs, disease management programs, case management programs, etc. you will offer with this plan that may in some way control costs.
1000 words.

7.13.2 Describe any value-based contracting practices you have in place both nationally and in Connecticut (to the extent permitted by CMS). Please list the entities in Connecticut under such contracts.
1000 words.

7.13.3 Describe any current or planned "bundled payment/episodes of care" arrangements with Providers.
1000 words. Please list the entities in Connecticut under such contracts.

7.13.4 Describe any other "total cost of care" reduction programs. Please list the entities in Connecticut under such contracts.
1000 words.

7.13.5 Describe your medical management experience with retiree groups.
1000 words.

7.13.6 Describe how your program design enhances quality of care, including improvements in health status and clinical outcomes. How does your approach differ between your MA-PD products and your commercial plans?
1000 words.

7.13.7 Discuss how you engage targeted individuals to participate in your programs.
1000 words.

7.13.8 Describe your outreach to the membership with chronic conditions.
1000 words.

7.13.9 Describe your process for identifying and collaboratively managing members with both medical and behavioral health issues.
1000 words.

7.13.10 Describe the process for members to access behavioral health services in primary a care setting, during chronic condition case management, during an acute inpatient episode, and during post-discharge follow up.
1000 words.

7.13.11 Describe any efforts used to educate members of available behavioral health services. Also describe education efforts to medical providers and facilities of your behavioral health services so that members who could benefit from those services can be referred if presenting at a medical provider.
1000 words.

7.13.12 Do Mental Health, Substance Use Disorder case managers routinely co-manage cases with medical and/or disease management case managers?
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

7.13.13 Describe any programs or efforts to address member social determinants of health?

7.13.14 Describe any programs or efforts that seek to identify and or reduce health disparities?

7.13.15 Document your integration workflow between medical and behavioral case management.
1000 words.

7.13.16 Do medical providers have access to the clinical documentation of the behavioral health case management notes?
1000 words.

7.13.17 Indicate which of the following Case Management components are offered by your organization:

Case Management	**Offered** (Yes/No)
a. Pre-admission review/Pre-determination	
b. In-patient admission/concurrent review	
c. Discharge planning	
d. High-risk post-discharge outreach	
e. Retrospective review	
f. Outpatient review	

g. Catastrophic/long-term Case Management	
h. Episodic/short-term Case Management	
i. End-of-life program identification and transition	

7.13.18 Describe in detail your capabilities and processes regarding discharge planning. Please include how many on-site (in facility) and remote case managers you propose at the various facilities statewide to serve the OSC membership to minimize as much as possible any disruption during the discharge or transition of care process.
1000 words.

7.13.19 Describe the system access case managers have to medical and behavioral health records and imaged documents when handling telephonic and online inquiries.
1000 words.

7.13.20 There are very rare instances when the State may request that the carrier pay a "non-covered" service or drug on behalf of a member. Please confirm that your policy allows for some flexibility in these cases and describe how you would handle such situations.
1000 words.

7.13.21 Describe your medical necessity review protocols. What standards are used to determine medical necessity?
1000 words.

7.13.22 Confirm your willingness to discuss your medical necessity review protocols with the State in order to better align with the OSC's intent.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

7.13.23 Describe how you will work with the OSC to ensure that definitions of medical necessity match OSC's benefit intent and not necessarily the intent of the Medicare guidelines for medical necessity.
1000 words.

7.13.24 Confirm that the OSC (and/or its selected representatives) has full rights to audit claims and processes in order to verify compliance with contractual obligations, that your organization will fully cooperate with such audits, that no fees will be charged to support such audits, that you will respond to audit findings within 30 days, and that the OSC's audit rights will extend for no less than three (3) years after the termination of the contract. Please detail any proposed exceptions to the above requirements.
1000 words.

7.14. COVID

7.14.1 Describe your organization's outreach efforts, on a national level and local levels, during COVID-19.
1000 words.

7.14.2 Describe how you have supported and will continue to support your senior membership during the COVID-19 pandemic (i.e., enhanced benefits, waived copays, etc.).
1000 words.

7.14.3 How did you and how will you continue to support your senior membership with respect to issues such as anxiety/depression, substance use disorder, social isolation, food insecurity, etc. that came to light or were exacerbated as a result of the pandemic?
1000 words.

7.14.4 Describe how your organization has been impacted by COVID-19 with respect to operational changes (i.e., lay-offs, furloughs, process changes, etc.) as a result of the pandemic.
1000 words.

7.15 FINANCE AND BANKING

7.15.1 Please provide a sample detailed invoice.
1: Attached,
2: Not attached, explain:

7.15.2 Currently, the OSC can remit payment for an invoice via Automated Clearinghouse ("ACH") transfer. Confirm that you are able to accept this payment format.
1: Confirmed,
2: Not confirmed, explain:

7.15.3 Confirm you will provide invoices/billing on a monthly basis for services rendered retrospectively.
1: Confirmed,
2: Not confirmed, explain:
7.15.4 Confirm you will provide invoices/billing to each Participating Employer in the Partnership Plan on a monthly basis and are able to accept payment from each via ACH transfer or by check.
1: Confirmed,
2: Not confirmed, explain:

8 NATIONAL MA-PD PPO

8.1 PLAN DESIGN
OSC wishes to procure a fully-insured, national MA-PD PPO plan with the same benefits for services rendered in-network and out-of-network. A summary of the current retiree benefits plan you are requested to provide a

quote on are available here: hhttps://retiree.uhc.com/ct/coverage-and-benefits. MA-PD PPO should function as a passive PPO that provides the same level of benefits for retirees when they see a provider outside the network that accepts Medicare. The national MA-PD PPO plan you propose must meet all CMS requirements, and any benefits not delineated in the plan design must be covered at least at the minimum requirement set by CMS. **Bidders may not deviate downward from these plan designs in any manner other than to meet CMS requirements, and the plan design proposed must be at least equal to the current plan. Any such CMS required deviations must be clearly outlined.** You may offer supplemental benefits and/or enhanced benefits as long as they are at no cost to OSC and its membership.

8.1.1 Confirm you will be able to replicate the current plan design for the national MA-PD PPO plan, with the same benefits for services rendered in-network and out-of-network for medical and Part D prescription drug services, if applicable. If not, indicate any deviations.
1: Confirmed,
2: Not confirmed, explain:

8.1.2 If you denoted any deviations above, provide the actuarial value of these deviations.
1000 words.

8.1.3 If you are offering additional supplemental benefits and/or enhanced benefits, please describe.
1000 words.

8.1.4 Are there any CMS filing limitations that would impact benefit coverage levels for any benefit design elements? If yes, please explain and include in your pricing.
1000 words.

8.1.5 Describe your process to load the current MA-PD vendor's historical medical claim data into your system and how you utilize this data to ensure the member's continuity of care (i.e., honoring existing pre-certifications for planned procedures).
1000 words.

8.1.6 Please describe how your plan covers emergency services incurred outside of the U.S.
1000 words.

8.1.7 The OSC and Partnership Plans offer certain benefits that are required by the plan. Such benefits include:

- Hearing aids
- Routine vision exams including refraction
- Chiropractic care
- Coverage for Naturopathic Providers
- Routine foot care
- Acupuncture

Confirm you will duplicate these benefits as part of your proposal.
1: Confirmed,
2: Not confirmed, explain:

8.1.8 Confirm you will administer these benefits to match the OSC's current administration as part of your proposal.
1: Confirmed,
2: Not confirmed, explain:

8.1.9 Describe how you will administer each of these benefits to match the OSC's current benefit levels and administration.

Benefits	**Benefit Administration**
Hearing aids	*1000 words.*
Routine vision exams including refraction	*1000 words.*
Chiropractic care	*1000 words.*
Coverage for Naturopathic Providers	*1000 words.*
Routine foot care	*1000 words.*
Acupuncture	*1000 words.*
Other	*1000 words.*

8.1.10 The OSC and Partnership Plans offer a more robust behavioral health benefit than Medicare allows. For example, Medicare only covers a certain level of therapist, which is a lower level of care than what the OSC and Partnership Plans provide. Describe your ability to match the current level of behavioral health benefit offered by the plan. If there is an additional charge related to matching the current benefit level, please indicate in your Price Proposal.

8.1.11 Describe any enhanced benefits you offer to members regarding transportation to/from provider appointments, medical facilities, etc.
1000 words.

8.1.12 Do you offer a discounted hearing aid network or any other cost savings program for the State? Please describe.
1000 words.

8.1.13 Describe any member rewards or incentive programs you offer to promote wellness.
1000 words.

8.2 NETWORK ACCESS AND MANAGEMENT

8.2.1 Indicate in which of the 50 states and U.S. territories your organization is licensed to offer employer-sponsored, network-based MA-PD solutions.

1000 words.

8.2.2 What is your percentage of network adequacy with regard to the 51% rule based on the OSC's membership?
1000 words.

8.2.3. Indicate any areas where your network access does not meet the CMS-standard access requirements.
1000 words.

8.2.4 Describe your organization's approach for credentialing providers and pharmacies to participate in your network (your recruitment strategy).
1000 words.

8.2.5 Describe your contracting strategy.
1000 words.

8.2.6 Describe in detail your organization's approach to contract with providers currently utilized by the OSC members. Include in your response how you outreach to providers, build and maintain relationships, work through contractual issues, etc. to bring them into your network.
1000 words.

8. 2.7 Are members restricted in using physicians and hospitals of their choice?
1000 words.

8.2.8 Describe how your organization will target and educate providers that are considered out-of-network in the analysis above.
1000 words.

8.2.9 For out of network providers, how are provider prices determined? Generally, how do these prices compare to your in-network pricing?
1000 words.

8.2.10 Perform and provide a GeoAccess analysis based on your contracted MA-PD PPO provider and pharmacy network and the census file provided in **Appendix XX**. Do this by both specific access standards as well as using compound access. Use the access standards in the table below for your analysis. Only providers under contract with the plan should be included. In other words, do not count all providers that accept Medicare if you meet the 51% Rule.

Provider Type	Urban Enrollees	Suburban Enrollees	Rural Enrollees
Primary care physician	4 in 5 miles	4 in 10 miles	2 in 20 miles
Hospital	2 in 5 miles	2 in 10 miles	1 in 20 miles

Cardiologist	2 in 5 miles	2 in 10 miles	1 in 20 miles
Gastroenterologist	2 in 5 miles	2 in 10 miles	1 in 20 miles
Orthopedist	2 in 5 miles	2 in 10 miles	1 in 20 miles
Rheumatologist	2 in 5 miles	2 in 10 miles	1 in 20 miles
Oncologist	2 in 5 miles	2 in 10 miles	1 in 20 miles
Gerontologist	2 in 5 miles	2 in 10 miles	1 in 20 miles
Other specialist	4 in 5 miles	4 in 10 miles	2 in 20 miles
Retail Pharmacy	1 in 2 miles	1 in 5 miles	1 in 15 miles

1: Attached,
2: Not attached, explain:

8.2.11 What PBM do you currently use? How long have they been in place?
1000 words.

8.2.12 List any major pharmacy chains excluded from your network.
1000 words.

8.2.13 Provide the name of your proposed pharmacy retail network.
1000 words.

8.2.14 Confirm any retail pharmacy in your proposed pharmacy retail network will dispense a covered script regardless of days' supply (e.g., 0-90 days' supply).
Single, Radio group.
1: Confirm, explain: [500 words]
2: Not confirmed, explain: [500 words]

8.2.15 Provide the name of and describe the additional retail pharmacy networks that you offer.
1000 words.

8.2.16 Should the OSC wish to add a retail pharmacy to the network, confirm you will contact the pharmacy and offer the contract for network inclusion within two (2) business days following the OSC's request. Please confirm your willingness to comply with this provision.
1000 words.

8.2.17 Confirm you can provide a customized network without re-contracting.
Single, Radio group.
1: Attached, explain: [500 words]
2: Not attached, explain: [500 words]

8.2.18 An Excel file labeled Medical Providers and Rx Pharmacies - Attachment XX - is a provider utilization file representative of the medical and Rx utilization experience for the OSC's Medicare-eligible retirees and their Medicare-eligible dependents for this plan. For each provider listed, please indicate if the medical provider or pharmacy is in the network (i.e., a participating provider) for the plan(s) you are proposing.
Single, Radio group.
1: Attached,
2: Not attached, explain: [Unlimited]

8.2.19 Describe how your organization will target and educate providers that are considered out-of-network in the network disruption analysis above.
1000 words.

8.2.20 Provide a summary of the disruption analysis using your proposed Broad Retail Network using the table below:

Type of Change	**Broad Retail (1-90 days' supply) Network**
Number of Currently Utilized Retail Pharmacies that are Not Part of Proposed Network and are Eligible to Solicit	
Number of Members that are Using Those Retail Pharmacies that are Not Part of Proposed Network and are Eligible to Solicit	
Number of Prescriptions that Adjudicated via Those Retail Pharmacies that are Not Part of Proposed Network and are Eligible to Solicit	
Number of Currently Utilized Retail Pharmacies that are Part of Proposed Network	
Number of Members that are Using Those Retail Pharmacies that are Part of Proposed Network	
Number of Prescriptions that Adjudicated via Those Retail Pharmacies that are Part of Proposed Network	

8.2.21 Who manages your mail order services?
1000 words.

8.2.22 If a submitted mail order claim for a member cannot be completed in its entirety within a designated timeframe, what communications are provided to the member and what policy is followed for splitting orders? How is the un-sent portion of the order tracked from the time of splitting until fulfillment?
1000 words.

8.2.23 Describe your proposed specialty pharmacy network and services.
1000 words.

8.2.24 How do you manage your specialty drug program? Provide a description of the specialty drug program, including coordination with medical providers and the medical claims administrator.
1000 words.

8.2.25 The State's plan includes a Preferred Mail Order and Retail network at which members can receive up to a 90-day supply of lower cost drugs to treat certain chronic conditions (asthma or COPD, heart disease/heart failure, hypertension and cholesterol). Please confirm that you are able to provide the same benefit.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.2.26 Describe how your P&T Committee meets CMS' requirements for objectivity and validity.
1000 words

8.2.27 If an individual has prescription drug coverage under the State's Rx plan and also enrolls in another Medicare Part D prescription drug plan, how do you identify such a situation at the point of sale?
1000 words

8.2.28 How will rate adjustments be handled if Medicare begins to negotiate directly with drug manufacturers?
1000 words.

8.2.29 Describe any provider advocacy services or programs you offer between your organization and providers including education, communication and support for providers including items such as:

- Claim payment issues
- provider relations and outreach strategies
- types of providers included
- topic specific education
- changes such as new products or policies
- practice-based support
- alignment with local and statewide provider societies continuous improvement

1000 words.

8.2.30 How many provider advocates do you have working in the state of Connecticut? Please list those employees physically working in the State and those working telephonically.
1000 words.

8.2.31 Describe any processes, interactions and resources you employ to support providers with payment services and policies including items such as:

- claims filing and processing
- coding
- clinical criteria and code editors
- coverage determinations
- prior authorizations
- rejected claims or claims denial outreach
- medical necessity denials verses admin denials
- other carrier policies
- escalated issues and quick/accurate issue resolutions
- review of trends for targeted and ongoing education

1000 words.

8.2.32 Does your organization provide satisfaction surveys to providers? If so, describe the survey and uses of results.
1000 words.

8.2.33 Confirm you offer a comprehensive behavioral health network that includes a variation of providers such as Psychiatrists (MDs), Psychologists, Therapists, Counselors, Social Workers, DEA waiver providers, etc.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.2.34 How many of your network providers are certified in medication assisted treatment (MAT)?
1000 words.

8.2.35 Describe your telemedicine benefit. How is this benefit designed to address the needs of a senior membership?
1000 words.

8.2.36 Complete the following chart for telemedicine providers. If services for a particular provider specialty are not provided, please indicate N/A:

Provider Type	Average Length of Employment	Number of Fulltime Employees	Number of Part-time Employees	Number of Contract Workers	Total Consults provided in	Total Consults provided in

					2021	2020
Family/General Practice						
Nurse Practitioners						
Internal Medicine						
Pediatrics						
Dermatology						
Registered Dietician						
Other:						

8.2.37 Complete the following chart for mental health and substance use disorder telemedicine providers. If services for a particular provider specialty are not provided, please indicate N/A:

Provider Type	Average Length of Employment	Number of Full time Employees	Number of Part-time Employees	Number of Contract Workers	Total Consults provided in 2021	Total Consults provided in 2020
Psychiatrists, Board Certified/Eligible						
Doctoral-Level Psychologists						
Licensed Clinical Social Workers						
Other Masters Prepared Clinicians						
DEA Registered (“X” waivered) Providers						

Other						

8.2.38 What adjustments, if any, have you made to your telemedicine benefit since inception and since COVID-19 to make it more successful in truly redirecting utilization by treating members effectively and to their satisfaction?

8.3 REDUCING HEALTH DISPARITIES AND COMMITMENT TO COMMUNITY PARTNERSHIPS

The State is committed to advancing health equity, reducing disparities, and improving access to services for communities experiencing inequities. Respondents are required to propose an intervention to address social determinants of health. This includes the identification and elimination of health disparities faced by participants enrolled with the State programs, whether based on race, ethnicity, sexual orientation, geography, age, gender, disability status, socio-economic background, or other factors.

8.3.1 Access to network providers in underserved zip codes: Provide the current count of network providers in your organization whose practices are physically located in each of lower income zip codes that have enrolled members for the group.

	Zip code # 1 – 06360 – Norwich, CT	**Zip code # 2 – 06268 – Storrs Mansfield, CT**	**Zip Code #3 – 06053/50– New Britain CT**	**Zip Code #4 06450 Meriden, CT**	**Zip Code #5 06226 Willimantic, CT**
Primary Care Providers/Internist/Geriatrics					
OB/GYNs					
Endocrinologists					
Psychiatry/Psychology					
Immunologist/Allergist					
Cardiologist					
Gastroenterologist					
Substance Use Disorder specialists					

8.3.2 Describe the support you provide to members that reside in lower income zip codes to access/link to community-based services including any tools to help members access and use virtual health care services. *1000 words.*

8.3.3 Does the network incorporate providers who offer culturally responsive approaches to care? Describe. *1000 words.*

8.3.4 How diverse is your physician/health professional/provider network panel? Provide percentage of providers by race for the network being proposed.
1000 words.

8.3.5 Describe efforts to recruit minority providers.
1000 words.

8.3.6 Do you track member satisfaction by gender and race (if permissible)?
1000 words.

8.3.7 Can you track and report clinical outcomes results by zip code, gender and race? If so, explain how outcomes are tracked and provide sample reports.
1000 words.

8.3.8 Detail any investments/charitable contributions (lend expertise, etc.) you make in underserved and minority communities to improve health literacy, access and outcomes.
1000 words.

8.3.9 How do you address local community issues when applying care management strategies to plan participants?
1000 words.

8.3.10 Describe programs that address improving nutrition and access to healthier food choices.
1000 words.

8.3.11 Describe the criteria and process for case management referrals to the Medical Director, specialty programs, and community resources including how you address social determinates of health.
1000 words.

8.4 FORMULARY AND CLINICAL MANAGEMENT

8.4.1 Confirm that you will match the OSC's current customized Part D formulary (including the wrap drug list and the maintenance medications list). The current formulary is provided in **Appendix XX**.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.2 Provide the name of the proposed formulary program.
1000 words.

8.4.3 Provide the name of and describe the additional formularies you offer.
1000 words.

8.4.4 Describe your formulary management support services.
1000 words.

8.4.5 Describe whether your proposal includes an optional supplemental coverage that wraps around the basic Medicare Part D benefits (i.e., bonus drug list) and what this supplemental coverage looks like.
1000 words.

8.4.6 Provide a formulary listing of the non-Part D covered drugs under the supplemental coverage.
1000 words.

8.4.7 How does your organization manage the non-Part D covered drugs?
1000 words.

8.4.8 Confirm your changes to your formulary, from one year to another, will not impact more than five percent (5%) of members.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.9 Describe how you will work closely with the OSC on the drug formulary to ensure the least amount of member disruption as members transition from the active/non-Medicare plan to the MA-PD plan.
1000 words.

8.4.10 Confirm a member will be able to obtain an excluded prescription through a Prior Authorization for medical necessity.
1000 words.

8.4.11 Describe your Prior Authorization process. Please indicate if you use a third party vendor.
1000 words.

8.4.12 Describe your transition fill process.
1000 words.

8.4.13 Describe your Rx utilization management programs (Prior Authorizations, Quantity Level Limitations, age and gender restrictions, Medication Therapy Management program, high-risk drug programs for the elderly, etc.). In your response, include the process for enrollment, targeting, reporting, and outcomes reporting.

1000 words.

8.4.14 Can the above programs be customized for the OSC's membership?
1000 words.

8.4.15 What is you process to work with the existing MA-PD carrier to ensure such Rx utilization management criteria are transferred properly to your system?
1000 words.

8.4.16 Describe the transition process you will utilize to limit member disruption for those members currently using prescription drugs requiring Rx utilization management criteria. If the process differs for formulary versus non-formulary drugs, please elaborate.
1000 words.

8.4.17 Will members' existing prior authorization or quantity level limits be transitioned and accessible for use by the go-live date? If not, please explain.
1000 words.

8.4.18 How do you mine data from the incumbent vendor for either existing UM rules or new UM rules to identify members that will need UM criteria under the proposed MA-PD plan? How else do you use the incumbent's data to identify better clinical management?
1000 words.

8.4.19 Provide detail on how you will provide the OSC with a list of proposed formulary exclusions, in subsequent years of the contract, that the OSC can review and approve or deny, including any potential fees or charges. Include in your response timing with respect to when you will provide the proposed formulary exclusions to the OSC and when you will need to finalize and file the proposed formulary exclusions with CMS.
1000 words.

8.4.20 Confirm you will provide a detailed disruption with the proposed formulary exclusions.
1000 words.

8.4.21 Confirm you will not charge a fee for the customization of the formulary.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.22 With the exception of FDA recalls or other safety issues, confirm you agree not to remove any drug products, brand or generic, from the OSC's non-specialty and specialty formulary or non-specialty and specialty preferred drug listings without notification and prior approval from the OSC.
Single, Radio group.

1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.23 The OSC supports a strong "generic first"/"lowest net cost" approach to formulary management and relies heavily on plan design incentives to maintain the lowest cost mix of drugs. What tools are available to promote formulary compliance and education? Include frequency of mailings, faxes, telephone interventions [provide samples of letters sent to patients, physicians, and pharmacies].
1000 words.

8.4.24 The OSC has a tiered generic copay of $5 and $10 for retirees who retired after October 1, 2017. The purpose of the generic tiering is to encourage the utilization of lower cost generic options within a therapeutic class. Please confirm that you can administer this benefit by applying the lower cost copay to the lower cost generic options within each therapeutic class.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.25 How are new drug therapies added to the formulary?
1000 words
.
8.4.26 How do you manage the non-essential drugs such as "high-cost - low value" products/kits, DESI drugs, 510k products, etc.?
1000 words.

8.4.27 Confirm that you will provide written advance notification, 60-days in advance, to physicians of affected members for negative formulary changes (drug moving to non-preferred or non-covered) or when new prior authorization or step therapy rules are implemented.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.28 Confirm that you will provide written advance notification, 60-days in advance, to affected members for negative formulary changes (drug moving to non-preferred or non-covered) or when new prior authorization rules are implemented.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.29 Complete and submit the formulary disruptions based on your proposed formulary with drug exclusions and on the most recent **four months** in the claims data that is provided. Results to be included are the number of members that will require a change as well as the number of prescriptions associated with the formulary

change. An Excel file that lists the specific drugs that will be negatively impacted (excluded or higher-cost tier) along with the total number of scripts and members impacted for each of these drugs should also be provided.

8.4.30 Please provide a summary of your formulary disruption based on the most recent **four months** in the claims data provided and on your proposed formulary with exclusions using the table below:

Type of Change	**Member Impact**	**% of Total Members**	**Number of Scripts Impacted**	**% of Total Scripts (including all brands and generics)**
No Change	*Integer.*	*Percent.*	*Integer.*	*Percent.*
Positive (higher-cost tier to lower tier)	*Integer.*	*Percent.*	*Integer.*	*Percent.*
Negative (lower tier to higher-cost tier)	*Integer.*	*Percent.*	*Integer.*	*Percent.*
Moving from covered to not covered/Excluded	*Integer.*	*Percent.*	*Integer.*	*Percent.*
Total	*Integer.*	*Percent.*	*Integer.*	*Percent.*

8.4.31 The name of the Formulary you are proposing should be included in your contract. The number of drug exclusions as well as a list of the excluded drugs and the therapeutic alternatives should also be provided as an attachment. Provide Information and Names of Attachments.
1000 words.

8.4.32 Provide the name of the Specialty Formulary you are proposing. If applicable, provide the number of drug exclusions as well as a list of the excluded drugs and the therapeutic alternatives. Provide Information and Names of Attachments.
1000 words.

8.4.33 Complete and provide the following table:

	#1 Drug that is Moving from Covered to Not Covered/Excluded based on impacted Members: [Indicate Member and Script Impact.]	**#2 Drug that is Moving from Covered to Not Covered/Excluded based on impacted Members: [Indicate Member and Script Impact.]**	**#3 Drug that is Moving from Covered to Not Covered/Excluded based on impacted Members: [Indicate Member and Script Impact.]**
Name of Drug	*1000 words.*	*1000 words.*	*1000 words.*
Member Impact	*Integer.*	*Integer.*	*Integer.*
% of Total Members	*Percent.*	*Percent.*	*Percent.*

Number of Scripts Impacted	*Integer.*	*Integer.*	*Integer.*
% of Total Scripts (including all brands and generics)	*Percent.*	*Percent.*	*Percent.*
Name of Preferred Alternative	*1000 words.*	*1000 words.*	*1000 words.*

8.4.34 Provide a complete list of your additional clinical programs not included in your base offering with pricing associated with each program and highlight those programs recommended for the OSC. Describe the type of impact members will face for each of these programs. Indicate the name of the attachment containing this list and respective pricing.
1000 words.

8.4.35 Confirm you will allow the OSC to make edits and modifications to your standard Prior Authorization criteria.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.36 Confirm you will accept and manage the OSC's customized Prior Authorization criteria as it is currently administered and specified by OSC management.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.37 Confirm you will allow the OSC to remove and/or add prior authorizations and quantity limits on an individual drug level.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.38 Confirm the OSC will have the authority to override the Vendor regarding decisions on individual medication choices of members.

Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.39 Confirm you will keep accurate and detailed information regarding every prior authorization the Vendor approves and such information will be available for the OSC's review upon request.
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.40 How does your organization use pharmacy data to identify high risk, high need populations?
1000 words.

8.4.41 Describe how members receive reminders regarding refills and medication adherence.
1000 words.

8.4.42 Confirm your capabilities surrounding e-Prescribing. Would the member's physician be able to see the formulary status of a drug and enter the prior authorization criteria into the e-Prescribing tool?
Single, Radio group.
1: Confirmed, [500 words]
2: Not confirmed, [500 words]

8.4.43 How are individual physician prescribing patterns monitored?
1000 words.

8.4.44 What action is taken with physicians who have a high degree of non-compliance to improve their compliance?
1000 words.

8.4.45 Confirm you are able to administer a Medicare B vs. D program at point of sale, at no additional cost to OSC.
Single, Radio group.
1: Confirmed,
2: Not confirmed, explain: [Unlimited]
Confirm that you will report to the state and the state’s designated health care consultant rebates received associated with the reimbursement of Medicare Part B drugs at least quarterly.

8.5. IMPLEMENTATION

8.5.1 Provide an Implementation Project Plan for the national MA-PD PPO and/or Part D EGWP plan. Include a detailed timetable assuming a Notice of Contract Award by June 1 for a January 1, 2023 Program ‘go-live' date.

Note that the OSC's Open Enrollment Period for Medicare retirees takes place in October for coverage beginning January 1. Development of communications is expected to commence immediately to assist OSC with any communications necessary prior to Open Enrollment. At a minimum, the Implementation Project Plan must provide specific details on the following:
a. Identification and timing of significant responsibilities and tasks
b. Names, titles, and implementation experience of key implementation staff and time dedicated to OSC during implementation
c. Identification and timing of OSC's responsibilities
d. Transition requirements with the incumbent vendors
e. Staff assigned to attend and present (if required) at Open Enrollment/educational sessions
f. Member communication plan - including development and assistance to OSC, prior to Open Enrollment, and on-site Open Enrollment meetings
g. Data and timing requirements from current vendors to ensure transition of care and prior-authorization data is appropriately transferred.
Single, Radio group.
1: Attached,
2: Not attached, explain: [1000 words]

8.5.2 Demonstrate how your organization will test the program to ensure claims will process correctly on the Program 'go-live' date of January 1, 2023. Confirm you will conduct testing with an actual retail pharmacy from the Point-of-Sale transaction to a completed transaction where the pharmacy successfully processes the prescription drug claim for a successful fill of the medication, if applicable.
1000 words.

8.5.3 Describe the process and timing if the OSC elects to perform a third party pre-implementation audit. Please include in your response the development of testing scenarios, the duration of the audit and any blackout audit dates, the format of the audit and whether there will be a "live" webinar where the OSC and third party auditor can see claims being adjudicated on the Vendor's system).
1000 words.

8.5.4 If the answers differ for the medical program audit component versus the prescription drug plan (PDP) audit component, please outline the differences.
1000 words.

8.5.5 Provide an implementation and audit timeline inclusive of key milestones and stakeholders related to coding, program confirmation and document execution, internal audit/quality assurance review and testing, external audit kickoff, process and timing, reconciliation of findings or issues for changes or plan intent confirmations, go-live date and post-implementation audit kickoff and process, etc.
1000 words.

8.5.6 Are you willing to provide a one-time implementation allowance to fund, as approved by the OSC, implementation support, pre-implementation audits, readiness assessments, communication plans, outside printing costs, etc.? What dollar amount are you willing to provide?
1000 words.

8.5.7 Identify the Implementation Team you propose to assign to this account and provide an organization chart defining the Implementation Team roles. Include names and titles for the entire proposed Implementation Team including key positions and support staff.
1000 words.

8.5.8 Please provide resumes and MA-PD experience and qualifications for each individual, listed in the organization chart provided to respond to the above question.
1000 words.

8.5.9 Confirm that all members will have a valid ID card in hand prior to January 1, 2023.
1: Confirmed,
2: Not confirmed, explain:

8.5.10 Confirm your organization will provide a status report on the Implementation Project Plan detailing current activities, closed tasks, problems, and any recommendations.
1: Confirmed,
2: Not confirmed, explain:

8.5.11 How long will the Implementation Team stay involved after the Program ‘go-live' date for troubleshooting before a handoff to the Account Management team?
1000 words.

8.6 COMMUNICATION AND EDUCATION

8.6.1 Describe how your organization can effectively communicate with and educate OSC's retirees about your programs and services available to them.
1000 words.

8.6.2 What will be your communication and education strategy, and why do you think this strategy is the right one?
1000 words.

8.6.3 How will you implement this strategy?
1000 words.

8.6 4 Please list all communication and educational materials CMS requires you to provide to members.
1000 words.

8.6.5 What do you provide above and beyond what CMS requires?
1000 words.

8.6.6 Provide samples of communications and educational materials.
Single, Radio group.
1: Attached,
2: Not attached, explain in comments

8.6.7 How has your communication strategy and member outreach changed as a result of COVID-19?
1000 words.

8.6.8 How has your mailing strategy changed as a result of the US Postal Service changes that became effective on October 1, 2021?
1000 words.

8.6.9 Confirm that letters are able to be customized with the OSC's logo as requested by the OSC.
Single, Radio group.
1: Confirmed,
2: Not confirmed, explain in comments

8.6.10 Confirm that the OSC will be provided an opportunity to review and approve all communication materials (including letters, brochures, electronic, website, etc.) prior to being sent to members and providers.
Single, Radio group.
1: Confirmed,
2: Not confirmed, explain in comments

8.6.11 Identify your standard communication materials and indicate those that can be customized at no additional charge and those that require an additional charge. Indicate fee if there is an additional charge.

	Response	Amount of Fee
Member ID Cards	*Single, Radio group.* 1: Standard, 2: Custom, 3: Additional Fee	*500 words.*
Claim Forms	*Single, Radio group.* 1: Standard,	*500 words.*

	2: Custom, 3: Additional Fee	
Summary Plan Description	*Single, Radio group.* 1: Standard, 2: Custom, 3: Additional Fee	*500 words.*
Summary of Material Modifications	*Single, Radio group.* 1: Standard, 2: Custom, 3: Additional Fee	*500 words.*
Toll-Free Telephone Access	*Single, Radio group.* 1: Standard, 2: Custom, 3: Additional Fee	*500 words.*
Internet Access	*Single, Radio group.* 1: Standard, 2: Custom, 3: Additional Fee	*500 words.*
General Letters and Correspondence sent to Participants	*Single, Radio group.* 1: Standard, 2: Custom, 3: Additional Fee	*500 words.*
Annual Benefit Statements	*Single, Radio group.* 1: Standard, 2: Custom, 3: Additional Fee	*500 words.*
HIPAA Privacy Notices	*Single, Radio group.* 1: Standard, 2: Custom, 3: Additional Fee	*500 words.*
HIPAA Proof of Coverage document	*Single, Radio group.* 1: Standard, 2: Custom, 3: Additional Fee	*500 words.*

8.6.12 Do you publish a member newsletter for MA members? If so, provide a copy of the most recent member newsletter.
Single, Radio group.
1: Yes. Copy is attached,

2: Yes. Copy is not attached, explain: [*1000 words.*],
3: No

9 PRICE PROPOSAL

9.1 Data for Pricing
Vendors will be provided the following information for development of the Price Proposal:

1. The OSC's medical data at the claims line detail including diagnoses information. This will be data incurred and paid XX-XX
2. The OSC's pharmacy data claims file. This will be data incurred and paid XX-XX.

Please note that the following drugs were removed from coverage and while in the historic utilization file, will no longer be covered in the future.

Drug Name	Generic Name	Members	Claims	Average Cost/Rx	Plan Paid	Alternatives
ORTHO DF CAP 1-3775IU	FOLIC ACID-CHOLECALCIFEROL	176	746	$3,220	$2,402,543	Folic Acid 1mg, Vitamin D 50,000U
FOLIC-K CAP	B-COMPLEX W/ E & FOLIC ACID	41	126	$3,411	$429,869	Folbee Plus (B-Complex w/ C & Folic Acid Tab)
LIDOTRAL CRE 3.88%	LIDOCAINE HCL CREAM 3.88%	147	499	$2,763	$1,378,832	Lidocaine 3% Cream

3. OSC's eligibility file, including members that are Part B eligible only, XX-XX.
4. Medical and Pharmacy Risk Scores by month from XX-XX.
5. Census – **Appendix XX**

Pricing must be based on the OSC's data provided. Bids based on manual data will not be accepted.

9.1.1 Confirm your pricing is based on OSC's data provided.
Single, Radio group.
1: Confirmed,
2: Not confirmed, explain [Unlimited]

9.1.2 The State, in partnership with the selected carrier, may decide that certain changes to coverage may be necessary upon renewal (removal of certain high cost drug(s) for ex.). Please confirm that the renewal rates will reflect these changes.

Single, Radio group.
1: Confirmed, explain [Unlimited]
2: Not confirmed, explain [Unlimited]

9.1.3 The State, in partnership with the selected carrier, may consider a risk sharing arrangement for one or more years that would be based on a targeted medical loss ratio. Please confirm your openness to exploring such an arrangement.
Single, Radio group.
1: Confirmed, explain [Unlimited]
2: Not confirmed, explain [Unlimited]

9.2 Format of Pricing

Vendors shall submit pricing in the format described below for the national MA-PD PPO proposed, based on the terms and conditions set forth in this RFP. Vendor's price offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as provided in this section may render Vendor's entire offer non-responsive and ineligible for award.

It is understood that if CMS requires a certain benefit level that is superior to what is listed in this RFP, then the CMS benefit should be applied and noted. The premium rate quoted is to cover all services Vendor must provide as described in this RFP.

Cost proposals shall be submitted in the following format:
Vendor's offer will consist of the components as described below and in the Price Proposal Worksheet instructions.

1. Provide the fully-insured per member monthly premium rates for 2023 (first year of the contract: January 1, 2023 - December 31, 2023) based on the services required as specified in this RFP by completing the Price Proposal Worksheet – Attachment XX.

   Vendor is required to break out its premium between the medical (MA) and prescription drug (PD) components of the plan. Vendor must further break out the two components into the claims components and the non-claims components.

2. OSC is seeking a partner to provide MA-PD services as a viable long-term solution for its Medicare population. This requires pricing throughout the contract term that recognizes the need for reasonable year over year increases in premiums. While we recognize certain provisions of the pricing is dependent on CMS pricing terms released annually, we also believe organizations should be able to price for such fluctuations in a three-year contract. Therefore, we are requesting that vendors provide annual total premium guarantees, or at a minimum, rate cap guarantees for each succeeding year under the contract. These should be meaningful guarantees that are not tied to any loss ratio targets.

Subsequent annual premium rates (2024 and 2025) will be based on claims experience of those enrolled in each plan, verified demographics, other documented actuarial factors, and projected health care cost trends. Subsequent annual premium rates will be negotiated annually and reflected in a written amendment to the Contract executed by both parties.

9.2.1 This RFP requires that pricing be based on OSC's actual Medicare allowed claims data (claims line detail) as well as OSC's plan design provided to Bidders in connection with this RFP. Proposals based upon manual rates will not be accepted. Confirm your agreement with this requirement.
Single, Radio group.
1: Confirmed, explain [Unlimited]
2: Not confirmed, explain [Unlimited]

9.2.2 Confirm that pricing will not include any taxes unless accompanied by proof that OSC is subject to the tax..
Single, Radio group.
1: Confirmed, explain [Unlimited]
2: Not confirmed, explain [Unlimited]F

10 BID EXCEPTIONS AND DEVIATIONS

10.1 If your bid does not fully comply with the specifications in this RFP, please upload and complete the Bid Exceptions and Deviations Document.
Single, Radio group.
1: Bid does not fully comply - Document Attached,
2: Bid does fully comply - Document Not Attached

11 RESPONSE DOCUMENTS
11.1 Please complete the Price Proposal Worksheet in its native format- **Attachment XX**
Single, Pull-down list.
1: Attached,
2: Not provided

11.2 Please complete the Medical and Rx Providers Excel File in its native format - **Attachment XX**
Single, Pull-down list.
1: Attached,
2: Not provided

INTENT TO BID FORM

State of Connecticut – Medicare Advantage and Prescription Drug RFP
Submit your Intent to jslutzky@segalco.com no later than 2:00 pm EST by **January 25th, 2022**.

RESPONSE:

I have reviewed the specifications AND requirements of this Request for Proposal; and,

Our company intends to submit a proposal that complies with all requirements, terms, conditions, tasks and schedules.

_____
Coverages/Benefits for Which We Intend to Bid

_____
Proposing Company

_____
Signature

_____
Printed Name and Title

_____
Date

Our company does not intend to submit a proposal.

_____
Proposing Company

_____
Signature

_____
Printed Name and Title

_____
Date

Briefly explain reason for decline

_____

_____

Attachment B

Agreement By and Between

The Office of the State Comptroller

And

XXXX

SECTION 1

This Agreement ("Agreement") is made and entered into by and between the State of Connecticut by and through the Office of the State Comptroller ("Comptroller" or "OSC") pursuant to Conn. Gen. Stat. §3-112 and XXX ("Contractor").

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall begin upon final approval by the Office of the Attorney General, and shall expire on XX XX, 202X (hereinafter "end date"), and the duties of the Contractor as set forth in this Agreement shall be completed by the Contractor no later than the end date.

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 electronically or personally, or by certified or registered mail, to the following addresses:

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

Contractor:
[NAME OF CONTRACTOR]
[ADDRESS OF CONTRACTOR]
Attn: [CONTACT NAME]
CONTACT EMAIL]

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 may terminate this Agreement at any time in the best interests of the State by giving Contractor at least sixty (60) days' notice in writing. 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

The Contractor shall provide the following specific services for the program(s) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including, but not limited to: XX

Statement of Work

XXXXXX

Scope of Services

XXXXXX

SECTION 5

COST AND SCHEDULE OF PAYMENTS

XXXXXXX

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. 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 its subcontractors. Contractor agrees to comply with Conn. Gen. Stat. §4d-32 regarding the award of subcontract awards. 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.

C. 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 state and federal laws, regulations, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

D. 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.

E. Conflicts, Errors, Omissions, and Discrepancies.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by 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.

F. Liability and Indemnity

1. Contractor's entire liability for any and all claims in any manner related to the Agreement will be the payment of direct damages with respect to the Services or Deliverables involved under this Agreement. Except for the specific remedies expressly identified as such in this Agreement, the State's exclusive remedy for any claim arising out of this Agreement will be for Contractor, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Contractor for the Services or Deliverables related to the breach.
2. The CONTRACTOR shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the CONTRACTOR or CONTRACTOR Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The CONTRACTOR shall use CONTRACTOR reasonably acceptable to the State in carrying out its obligations under this Section. The CONTRACTOR'S obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of the Agreement.
3. The CONTRACTOR shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the CONTRACTOR or any CONTRACTOR Agents. The State shall give the CONTRACTOR reasonable notice of any such Claims.

4. The CONTRACTOR'S duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the CONTRACTOR is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
5. The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
6. This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.
7. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
8. The term "CONTRACTOR Agents" means the CONTRACTOR'S members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the CONTRACTOR is in privity of oral or written contract and the CONTRACTOR intends for such other person or entity to perform under the Agreement in any capacity.
9. The term "Records" means all working papers and such other information and materials as may have been accumulated by the CONTRACTOR or CONTRACTOR Agents in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
10. The CONTRACTOR shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the CONTRACTOR arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the ATTORNEY GENERAL or his designee.

G. 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.

H. Quality Surveillance, Examination of Records, Audits and Continuity of Services.

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.

Contractor will implement business continuity and disaster recovery plans designed to minimize interruptions of the Services and ensure recovery of systems and applications used to provide the Services pursuant to Conn. Gen. Stat. §4d-44. Such business approved plans shall cover the facilities, systems, applications and employees that are critical to the provision of the Services and specify recovery time and recovery point objectives. Contractor will regularly review such plans and at least once per year will conduct independent third-party testing of same, attestations of which will be provided to the Comptroller upon request.

Audit

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. Pursuant to this state statute, any agreement for a state grant entered into between a state agency and a public or private agency shall provide for an audit acceptable to such state agency of any grant expenditures made by such public or private agency and, unless otherwise provided by the state agency, the cost of such audit may be considered an allowable expense under such grant agreement. The Auditors of Public Accounts shall have access to all records and accounts of such public or private agency for the fiscal year in which such grant is made. A copy of any audit performed under the provisions of this section shall be filed with the Auditors of Public Accounts. In the case of an agreement for a state grant entered into between a state agency and a public or private agency where the state agency has received funding for such grant from the federal government, the cost of any required audit shall be considered an allowable expense under such grant agreement, provided the cost of such audit is an allowable expense under the federal grant regulations.

I. 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 liability insurance policy equivalent to three times the contract price 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.

J. 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.

K. 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 State:

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 State's seal in any manner (whether or not similar to uses prohibited by subparagraphs1 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 State seal shall require specific and express permission from the Secretary of the State.

L. Confidentiality and Ownership.

All data provided to Contractor by the Comptroller or developed internally by Contractor regarding the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary or authorizes the release of such information prior to such release. Contractor agrees to comply with Conn. Gen. Stat. §4e-70 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 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.

Should this contract include or involve tangible personal property to the state entered into on or after August 16, 2003, Contractor understands its obligation to comply with Conn. Gen. Stat. §12-411b.

M. Subpoenas.

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. § 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.

N. 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.

O. 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.

P. Assignment.

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

Q. 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.

R. 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.

S. Third Parties.

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

T. 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.

U. 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, it 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 V 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:

1. 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.
2. 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).
3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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 in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and 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.

13. **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.

E. Nondiscrimination and Affirmative Action Provisions.

1. For purposes of this Section, the following terms are defined as follows:
2. "Contract" and "contract" include any extension or modification of the Contract or contract;
3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
4. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
5. "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;
6. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
7. "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;
8. "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.
9. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the

Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: ☐

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

The contractor agrees that in the performance of Services under the Contract such contractor will not discriminate or permit discrimination in its employment practices against any person or group of persons on the grounds of religion, national origin, alienage, color, race, sex, gender identity or expression, sexual orientation, blindness, mental disability, status as a veteran, marital status, ancestry, 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 Services involved, or in any manner prohibited by state or federal laws, policies and regulations.

The contractor agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their religion, national origin, alienage, color, race, sex, gender identity or expression, sexual orientation, blindness, mental disability, status as a veteran, marital status, ancestry, 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 Services involved, or in any manner prohibited by state or federal laws, policies and regulations.

F. Freedom of Information.

1. Contractor acknowledges that the Agency must comply with the Freedom of Information Act pursuant to Conn. Gen. Stat §§1-200 et seq. ("FOI") 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 Conn. Gen. Stat §1-210(b).
2. **Governmental Function.** In accordance with Conn. Gen. Stat §§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 Conn. Gen. Stat §§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 Freedom of Information Act (FOI).
3. Contractor agrees to comply with the application of Connecticut public records laws as is applicable to contractors and subcontractors and its agents pursuant to Conn. Gen. Stat. §4d-34, §4d-35, §4d-36, §4d-37, §4d-38 and §4d-40.

G. Whistleblowing.

This Contract is subject to Conn. Gen. Stat §§§ 4-61dd if the amount of this Contract is a "large state

contract" as that term is defined in Conn. Gen. Stat §§§ 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.

1. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
2. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
3. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

I. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat §§9-612 as 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 represents that they have received 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.

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 State 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.

The requirements of this section shall be in addition to the requirements of Conn. Gen. Stat §§36a-701b, 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.

K. Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

L. Large State Contract Representation for Official or Employee of State Agency.

Pursuant to Conn. Gen. Stat §4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

M. Iran Energy Investment Certification.

(a) Pursuant to Conn. Gen. Stat §4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

N. Consulting Agreements Representation.

Pursuant to Conn. Gen. Stat §4a-81, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____ _____

Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____

Start Date End Date Cost

The basic terms of the consulting agreement are: _____

_____

_____

Description of Services Provided: _____

_____

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

If YES:_____ _____
Name of Former State Agency Termination Date of Employment

O. Access to Contract and State Data.

The Contractor shall provide to the OSC access to any data, as defined in Conn. Gen Stat. § 2-90 and §4e-1, §4e-29 and §4e-30 concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

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:_____

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

_____
Signature of person signing this Contract

_____
Print Name

Date: _____

Sworn and subscribed before me on this _____ day of _____, 202_.

_____
Commissioner of the Superior Court
or Notary Public

_____
My Commission Expires

Agency

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

IN WITNESS HEREOF, the parties execute this Agreement upon final approval by the Office of the Attorney General.

[CONTRACTOR NAME]

By_____
[NAME OF CONTRACTOR, TITLE]

Date_____

Office of the State Comptroller

By_____
Natalie Braswell, Comptroller

Date_____

Connecticut Attorney General (Approved as to form)

Approved as to form:

_____
Signature

Date:_____

Attachment

The following forms are MANDATORY and must be completed, signed and returned before your bid can be considered by the Comptroller's Office.

Form 1: Campaign Contribution Certification

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

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

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.

_____ _____

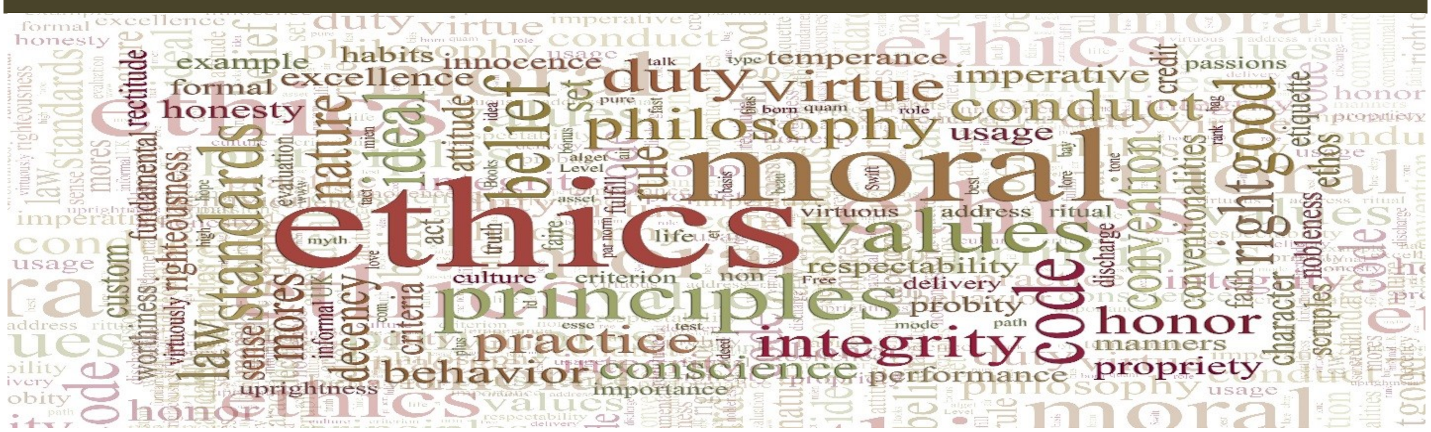
[CONTRACTOR NAME, TITLE Date

[CONTRACTOR NAME]
[CONTRACTOR ADDRESS]
[CONTRACTOR EMAIL]

FEIN/SSN: XXXXXX

ATTACHMENT C

State Contractors
Guide to the Code of Ethics



Office of State Ethics
Carol Carson, Executive Director

Agency Address: Connecticut Office of State Ethics
18-20 Trinity Street Suite
205
Hartford, CT 06106

Telephone: 860-263-2400

Facsimile: 860-263-2402

Website: www.ct.gov/ethics

Business Hours: 8:00 am to 5:00 pm

Visitors must enter the building through the door next to the Bushnell Memorial Theater.

Specific E-mail Contacts: For the timeliest responses, please be sure to direct your questions to the appropriate e-mail address; for example, with a question such as, "Can I accept this outside position with a vendor?" please be sure to send your query to ethics.code.@ct.gov

➢ Legal Advice Regarding Code of Ethics	ethics.code@ct.gov
➢ Lobbyist Filing/Reporting Questions	lobbyist.ose@ct.gov
➢ Public Official Filing/Reporting Questions	sfi.ose@ct.gov
➢ Enforcement/Filing a Complaint	ethics.enforcement@ct.gov
➢ All Other Inquiries	ose@ct.gov

Staff Phone Number Listing

State Contractors Guide to the Code of Ethics

Created on July 1, 2005, under Public Act 05-183, the Office of State Ethics ("OSE") is an independent regulatory agency charged with administering and enforcing the Connecticut Codes of Ethics ("Ethics Codes"), which are found in Chapter 10 of the Connecticut General Statutes.

The OSE's duties include educating all those covered by the Ethics Codes; interpreting and applying the Ethics Codes; investigating violations of, and otherwise enforcing, the Ethics Codes; and providing information to the public.

The OSE's jurisdiction:

Part I Code of Ethics for Public Officials General Statutes §§ 1-79 to 1-90a

Part II Code of Ethics for Lobbyists
General Statutes §§ 1-91 to 1-101a

Part III Lobbying: Miscellaneous Provisions
General Statutes §§ 1-101aa and 1-101bb

Part IV Ethical Considerations Concerning Bidding and State Contracts
General Statutes §§ 1-101mm to 1-101rr

The OSE Executive Director has overall responsibility for the welfare and effectiveness of the OSE, which has three divisions, the legal division, the enforcement division, and the administrative division.

The OSE's governing body is the Citizen's Ethics Advisory Board ("CEAB"), which has nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public. A schedule of CEAB meeting dates, times, and locations is available at www.ct.gov/ethics.

CEAB Members:

- Attend monthly CEAB meetings
- Appoint and evaluate the Executive Director of the OSE
- Issue advisory opinions to persons subject to the Ethics Codes
- Serve as a Hearing Officer for non-confidential hearings held under the Uniform Administrative Procedures Act, General Statutes § 4-166 *et. seq*.
- Attend hearings to determine if violations occurred and, if so, assess penalties
- Attend special meetings if necessary
- Oversee legislative agenda

State Contractors Guide to the Code of Ethics

(Rev. January 2016)

Like state employees and officials, state contractors are subject to the Ethics Codes, but in a more limited manner. That is, they are not, as Advisory Opinion No. 99-26 puts it, "subject to the far more restrictive provisions . . . that apply to state employees and public officials," but they are subject to certain "narrow constraints."

As you read through this guide, be aware that these restraints, and those that apply to state employees and officials, were enacted to prevent persons from using their public position or authority for their own financial benefit, or for the financial benefit of certain others (for example, family members).

Also be aware that each state agency has its own ethics policy, which may be more restrictive than what follows, particularly concerning the types of benefits a state employee or official may accept from state contractors (and others).

CONFLICTS

The Ethics Codes contain two primary conflict statutes that apply specifically to state contractors: General Statutes §§ 1-86e and 1-101nn.

GENERAL STATUTES § 1-86e

Section 1-86e applies to any "person hired by the state as a consultant or independent contractor." Such persons may not do as follows:

(1) Use the authority, or confidential information, provided under the contract to financially benefit the person, an employee, or an immediate family member;

(2) Accept another state contract that would impair the person's independence of judgment in performing the existing contract; or

(3) Accept a bribe (that is, accept anything of value based on an understanding that the person's actions on the state's behalf would be influenced). **Key points from** Advisory Opinion No. 99-26 concerning § 1-86e:

- Section 1-86e is not intended to interfere with a contractor's business, but to prevent a private entity from using state money to, for example, hire immediate family members without appropriate state oversight.

- A conflict of interest exists only if there is a connection between the facts in question and the state money and authority granted to the independent contractor or consultant by contract.

- The term "independent contractor" does not apply just to individuals, but also to private agencies that contract with the state.

- If a state contractor wants to hire a family member to work under a state contract, the following procedure must be followed:

    1. The contractor must notify the contracting state agency in writing and demonstrate why the individual is appropriate for the job.

    2. The state agency must determine if the person is qualified for the job and whether the compensation is market rate; and if necessary, it may require the contractor to document a job search.

NOTE: *In an enforcement action, a former state contractor was alleged to have violated § 186e (a) (1) by using confidential information gained under its contract with a state agency in its subsequent representation of clients before that agency. The contractor entered into a Consent Order with the OSE, agreeing to pay a $10,000 penalty.*

GENERAL STATUTES § 1-101nn

Subsection (a) of § 1-101nn applies to persons who are, or are seeking to be:

(1) Prequalified under General Statutes § 4a-100;

(2) A party to a large state construction or procurement contract, as defined in General Statutes § 1-101mm (3), with a state or quasi-public agency; or

(3) A party to a consultant services contract with a state or quasi-public agency.

Such persons may not do as follows:

(A) Solicit information from state officials or employees that is not available to other bidders;

(B) Defraud the state (that is, charge a state or quasi-public agency for work not performed or goods not provided);

(C) Attempt to circumvent state competitive bidding and ethics laws; or

(D) Provide information about the person's donation of goods and services to state or quasi-public agencies in order to influence the award of a state contract.

Subsection (b) of § 1-101nn applies to a more limited group: Any consultant that is hired by the state *to help plan a state contract*, and any "associated" businesses, as defined in General Statutes § 1-101mm (1).

Under § 1-101nn (b) neither the consultant nor any "associated" businesses may serve in the following roles with respect to the contract the consultant helped to plan:

- Consultant to any person seeking to obtain the contract,
- Contractor for the contract, or
- Consultant or subcontractor to the person awarded the contract.

NOTE: *If you are unsure whether § 1-101nn applies to you, please contact the OSE, because any person found to have violated this section may be deemed a "nonresponsible bidder" by a state or quasi-public agency. General Statutes § 1-101nn (c).*

ONE MORE CONFLICT RULE (of limited applicability)

General Statutes § 1-84 (n) bars the State Treasurer from doing business with an investment services firm whose political committee or principals have contributed to, or solicited contributions for, her exploratory or candidate campaign committee.

The prohibition applies during the term of office for which the candidate is campaigning, as well as for the remainder of an incumbent treasurer's term.

The prohibition applies only to contributions to the incumbent or victorious candidate for the office. Advisory Opinion No. 2003-1.

ARE YOU REQUIRED TO REGISTER AS A LOBBYIST?

With certain exceptions, efforts to obtain a state contract can be considered administrative lobbying, requiring registration as a client lobbyist.

Some Key Terms

Client lobbyist: Generally, an individual or entity that, on its own behalf, expends or agrees to expend $3,000 or more in a calendar year for *administrative* and/or legislative lobbying and activities in furtherance of lobbying. General Statutes § 1-91 (12).

Lobbying: Generally, communicating directly, or soliciting others to communicate, with any public official or his or her staff in the legislative or executive branch, or in a quasi-public agency, in an effort to influence legislative or *administrative action*. General Statutes § 1-91 (11).

Administrative action: Any matter within a state or quasi-public agency's jurisdiction—such as any action or nonaction concerning a contract. General Statutes § 1-91 (1).

Exceptions to Administrative Lobbying

The following activities are not considered administrative lobbying:

- Preparation of responses to an agency's request for proposals ("RFP"). OSE Regs. § 1-92-42a (e) (1).
- Communications strictly for informational purposes (e.g., to determine what agency contract proposals will be forthcoming). OSE Regs. § 1-92-42a (e) (3).
- Communications by a vendor's representative who acts as a *salesperson* and does not otherwise engage in administrative lobbying. General Statutes § 1-91 (11) (B).

    - "Salespersons": Generally, individuals who have a set territory they routinely cover, and who are not part of a company's executive management. See Advisory Opinion No. 95-11.

Thus, if your contact with state or quasi-public agencies is limited to responding to RFPs, or otherwise pursuing a contract through the **normal agency process**, then you are not required to register as a "client lobbyist."

But you are "lobbying" if you go **outside the agency process** in trying to obtain a state contract. For example:

- Entertaining state employees and officials.
- Communicating with officials outside the agency (such as the Governor or legislators).
- Communicating with officials within the agency but outside the normal process (such as the agency head).

If $3,000 or more is spent on such lobbying activities, "lobbyist" registration is required. See General Statutes § 1-94.

Hypothetical from Advisory Opinion No. 2003-6:

In responding to a state agency's RFP, a business entity spends $3,500 in printing and personnel costs in taking a number of steps within the agency's normal contracting process. But in an effort to secure the contract, the entity contacts the Governor, thus taking action outside the normal agency process and, in doing so, expends an additional $500 in personnel costs. Must it register as a lobbyist?

No. The $3,500 spent in following the normal process to respond to the RFP is exempted from consideration as a lobbying expense. Therefore this entity would not have to register as a client lobbyist, because it has spent only $500 towards its lobbying effort.

NOTE: *If you are unsure whether you must register as a "lobbyist," please contact the OSE and/or review the "Client Lobbyist Guide to the Code of Ethics."*

GIFTS

GIVING GIFTS

General Statutes § 1-84 (m) contains the "gift"-giving bans for state contractors and potential state contractors:

- An individual or entity **doing or seeking to do business** with a state agency may not give a "gift" to any of that agency's employees or officials.
    - This is an *agency-specific ban*, meaning: If an entity is doing or seeking to do business with State Agency X—but not with any other state agency—then it is prohibited from giving "gifts" only to employees and officials of State Agency X.
- A person **prequalified under §** 4a-100 may not knowingly give a "gift" to any state employee or official.
    - This ban is *not agency specific*, meaning it applies to all state employees and officials, even if the person is not doing or seeking to do business with an employee's or official's agency. (Registered lobbyists are subject to a similar ban. See General Statutes § 1-97 (a).)

What is a "gift"?

General Statutes § 1-79 (5) defines "gift" in three parts:

1. "anything of value" (for example, money, tickets to a sporting event, meals, services, etc.),
2. "which is directly and personally received" (that is, the state employee or official accepts the opportunity to partake of it),
3. "unless consideration of equal or greater value is given in return" (that is, unless the state employee or official pays fair market value for it).

Gift exceptions

There are many benefits that are not deemed "gifts," some of which may be used by state contractors, including these:

- Token Items: Items valued less than $10 (such as a pen or mug), provided the annual aggregate of such items from a single source is $50 or less. General Statutes § 1-79 (5) (P).

- Food/Beverage: Up to $50 in food/beverage annually, provided the donor or a representative is in attendance when it is being consumed. General Statutes § 1-79 (5) (I).

- Training: Training provided by a vendor for a product purchased by a state entity, provided it is offered to all of the vendor's customers. General Statutes § 1-79 (5) (Q).

- Ceremonial awards: A certificate, plaque or other ceremonial award valued at less than $100. General Statutes § 1-79 (5) (F).

- Gifts to the State: Goods or services given to a state entity. The gift must facilitate state action, and must (1) be for use on state property (e.g., a computer), (2) support a state event (e.g., funds to support an agency event), or (3) support the participation by a state employee or official at an event (e.g., funds for an agency employee to attend an educational conference relevant to his state duties). General Statutes § 1-79 (5) (e).

NOTE: *There is a "gift" exception in § 1-79 (5) (L) for "major life events" (a term defined by regulation), but state contractors and potential state contractors may not use it.*

Gift Reporting

If a person doing or seeking to do business with a state agency gives an agency employee or official any of the benefits found in the "gift" exceptions, the person may have a reporting obligation. See General Statutes § 1-84 (o).

Generally, if the benefit is valued over $10, the person (or a representative) must do as follows: Give *both* the recipient *and* the executive head of the recipient's department or agency a written report stating:

- The donor's name,
- A description of the item or items given,
- The value of such items, and
- The cumulative value of all items given to such recipient in the calendar year.

NOTE: *This helps both the donor and the state employee or official keep track of the "gift" exceptions noted above, so that permissible limits are not exceeded.*

ACCEPTING GIFTS

In Advisory Opinion No. 99-17, the conflict language in § 1-86e (a) (1) (see above) was interpreted as creating the following rule:

- If, as a state contractor or an employee thereof, you are offered benefits from a person by virtue of your authority under the state contract (for example, clients of the contracting state agency), you may accept **no more** than $100 annually from that person.

NOTE: *In an enforcement action, a former employee of a state contractor was found to have violated § 1-86e (a) (1)—and ordered to pay a $10,000 penalty—for using his authority over a subcontractor to solicit free or discounted gifts, services and other items of value (e.g., meals and tickets to sporting events and concerts).*

NECESSARY EXPENSES

General Statutes § 1-84 (k)—the "necessary expenses" provision—prohibits a state employee or official from accepting a fee or honorarium for participating at an event *in his or her official capacity*.

However, a state employee or official may receive payment or reimbursement for "necessary expenses" if—in his or her official capacity—the employee or official *actively participates* in the event (for example, gives a speech or runs a workshop).

"Necessary expenses" are not considered gifts and may include the cost of:

- Travel (coach),
- Lodging (standard room for the nights before, of, and immediately following the event),
- Meals (non-lavish), and
- Conference or seminar registration fees.

"Necessary expenses" do not include the cost of entertainment (tickets to sporting events, golf outings, etc.), or payment of expenses for family members or other guests.

A state contractor has *no reporting obligations* when it pays for, or reimburses, a state employee's or official's "necessary expenses."

Example:

A state contractor is hosting an out-of-state conference and would like the Governor to come and give a speech in his official capacity. The contractor has offered to pay the Governor's

travel and lodging expenses, to waive his conference registration fee, and to give him a $500 honorarium. Permissible?

The Governor may not accept the $500 honorarium (because he is participating in his official capacity), but may accept payment or reimbursement for "necessary expenses," which include coach-class travel, standard lodging for the nights before, of, and after the speech, and waiver of the conference registration fee.

HIRING CURRENT OR FORMER STATE EMPLOYEES AND OFFICIALS

Former State Employees and Officials

A state contractor wanting to hire a *former* state employee or official should be aware of the Code's post-state employment prohibitions. See General Statutes §§ 1-84a and 1-84b.

Most of these prohibitions are "personal" to the former state employees and officials, meaning they do not apply to their post-state *employers*. These include:

- Confidential information: A former state employee or official may ***never*** "disclose or use confidential information" gained in state service for anyone's financial gain. General Statutes § 1-84a.

- Side switching: A former state employee or official may ***never*** "represent anyone other than the state, concerning any particular matter (1) in which he participated personally and substantially while in state service, and (2) in which the state has a substantial interest." General Statutes § 1-84b (a).

- Cooling off: For ***one year*** after leaving state service, a former state employee or official may not "represent" anyone for compensation before their former state agency. ("Represent" means doing any activity that reveals the former state employee's or official's identity.) General Statutes § 1-84b (b).

NOTE: *Certain former employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection are subject to a two-year employment ban with respect to entities engaged in Indian gaming operations. General Statutes § 1-84b (d) and (e).*

Prohibitions on Employer

There are two post-state employment provisions that apply not only to former state employees and officials—but also to those that hire them:

- For ***one year*** after leaving state service, a former state employee or official may not accept employment with a party to a state contract valued at $50,000 or more, if:

  (1) He or she participated substantially in, or supervised, the negotiation or award of that contract, and
  (2) It was signed within his or her last year of state service.

  Further, "*[n]o party to such a contract or agreement . . . shall employ any such former public official or state employee in violation of this subsection*." General Statutes § 184b (f).

- Individuals who held designated positions at certain state regulatory agencies may not—for **one year** after leaving state service—"accept employment with a business subject to regulation by that agency." Further, "*[n]o business shall employ a . . . former public official or state employee in violation of this subsection*." General Statutes § 184b (c).

Current State Employees and Officials

State contractors wanting to hire a *current* state employee or official should be aware of the Code's outside-employment rules, which bar the employee or official from:

- Accepting outside employment with an individual or entity that can benefit from the state servant's official actions (e.g., the individual in his or her state capacity has specific regulatory, contractual, or supervisory authority over the private person). OSE Regs. § 1-81-17.

- Using state time, materials, or personnel to perform their outside work. General Statutes § 1-84 (c).

- Accepting—or being a member or employee of an entity that agrees to accept—compensation for representing others before 11 statutorily designated state agencies. General Statutes § 1-84 (d). The agencies include:

  ○ the Department of Banking, ○ the Claims Commissioner,
  ○ the Office of Health Care Access division within the Department of Public Health, ○ the Insurance Department, ○ the Department of Consumer Protection, ○ the Department of Motor Vehicles, ○ the State Insurance and Risk Management Board, ○ the Department of Energy

and Environmental Protection, ○ the Public Utilities

Regulatory Authority, ○ the Connecticut Siting Council,

and ○ the Connecticut Real Estate Commission.

***The prohibition on being a "member or employee" applies to entities that are in the business of *representing others* for compensation before the listed agencies (law firms, accounting firms, etc.).

OTHER OUTSIDE EMPLOYMENT CONSIDERATIONS

There are two other outside employment prohibitions, but they apply only to a limited number of state employees and officials:

- Individuals holding designated positions at certain state regulatory agencies may not—while in state service—"negotiate for, seek or accept employment with any business subject to regulation by his agency." Also, "*[n]o business shall employ a present . . . public official or state employee in violation of this subsection*." General Statutes § 1-84b (c).

- Certain present employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection may not "negotiate for, seek or accept employment with" entities engaged in Indian gaming operations. General Statutes § 1-84b (d) and (e).

OTHER CONSIDERATIONS

WRITTEN AFFIRMATION CONCERNING STATE ETHICS LAWS SUMMARY

General Statutes § 1-101qq contains three requirements with respect to the OSE's state ethics laws summary:

1. State agencies must provide large state construction or procurement contractors with the state ethics laws summary; and—before accepting their bids—must obtain written affirmation that their key employees read, understand, and agree to comply with those laws.

2. Large state construction or procurement contractors must, in turn:

    a. provide their subcontractors and consultants with the state ethics laws summary,

    b. obtain the same written affirmation as above from their subcontractors and consultants, and

c. provide the affirmations to the state agency with which they have the contract—or face termination of the contract.

3. The state ethics laws summary must be included by reference in each contract with a contractor, subcontractor or consultant.

ETHICS AFFIDAVITS & CERTIFICATIONS FOR STATE CONTRACTS

The Office of Policy and Management has created ethics forms to help executive branch agencies comply with the State's contracting requirements. The forms include, for example, "Affirmation of Receipt of State Ethics Laws Summary" and "Gift and Campaign Contribution Certification." Copies of these forms and other updated information regarding state contractors can be found on the websites of the Office of Policy and Management and the Department of Administrative Services.

NOTE: *The OSE does not have jurisdiction over the ethics affidavits and certifications. Questions concerning them should be directed to the Office of Policy and Management.*

ETHICS ENFORCEMENT

Enforcement of the Ethics Codes is initiated by a complaint, which is filed by the OSE Ethics Enforcement Officer or a member of the public. In most cases, a complaint by the Ethics Enforcement Officer is preceded by a confidential staff evaluation.

A two-stage process follows:

1. Confidential investigation and confidential probable cause hearing.

2. If probable cause is found, a public hearing to determine if a violation has occurred.

At any stage of this process, the OSE and the Respondent may negotiate a settlement.

After a finding or admission of a violation, the CEAB may order the Respondent to comply with the Ethics Codes in the future, file any required report or statement, and/or pay a civil penalty.

For failure to file a report, statement, or other information required by the Ethics Codes, the CEAB may, after a hearing, impose a civil penalty of up to $10 per day, with the aggregate penalty for any one violation being $10,000.

The OSE may refer matters to the Chief State's Attorney for criminal prosecution. An intentional violation of the Ethics Codes is a misdemeanor for the first violation, unless the individual has derived a financial benefit of at least $1,000. In that case, the violation is a class D felony.

The Attorney General may sue for up to three times the economic gain received through knowingly committing or knowingly profiting from a violation of the Code.

The "*Citizen's Guide to Filing a Complaint*," which is available on the OSE's website, gives a detailed overview of the complaint process and related confidentiality rules.

ATTACHMENT D

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

OPM Form 1: Campaign Contribution Certification (to be filed on CTSource)

COMPTROLLER'S AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(To be returned as part of your proposal)

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

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.

_____ _____
[CONTRACTOR NAME, TITLE Date

[CONTRACTOR NAME]
[CONTRACTOR ADDRESS]
[CONTRACTOR EMAIL]

FEIN/SSN: XXXXXX