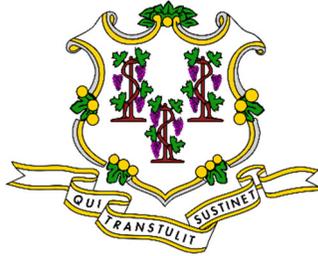


STATE OF CONNECTICUT PROCUREMENT NOTICE



Request for Proposals ("RFP") for Selection of Independent Review Organizations to Conduct External Reviews of Appeals of Adverse Determinations

Issued By: Connecticut Insurance
Department (the "Department" or
"Agency")

September 16, 2024

The Request for Proposal is available in electronic format on the
State Contracting Portal by filtering by Organization for Connecticut
Insurance Department

<https://portal.ct.gov/DAS/CTSource/BidBoard>

or from the Agency's Official Contact:

Name: Gerard O'Sullivan
Address: 153 Market Street, Hartford, CT 06103
E-Mail: cid.admin@ct.gov

The RFP is also available on the Department's website [here](#).

RESPONSES MUST BE RECEIVED NO LATER THAN

November 4, 2024 at 4pm.

The Department is an Equal Opportunity/Affirmative Action Employer.

The Department reserves the right to reject any and all submissions or cancel this procurement at
any time if deemed in the best interest of the State of Connecticut ("State").

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I. GENERAL INFORMATION

■ A. INTRODUCTION

- 1. RFP Name and Number.** Selection of Independent Review Organizations ("IROs") to conduct External Reviews of Appeals of Adverse Determinations, RFP # 24DOI000003.
- 2. RFP Summary.** The Department is issuing this RFP for the selection of one or more IROs to provide independent and objective reviews of health carriers' or their designated utilization review companies' (collectively "Health Carrier") internal appeal decisions in accordance with Part VII, the Grievances and External Reviews Laws, of Chapter 700c of the Connecticut General Statutes. The Department has historically processed approximately 350-400 external reviews annually.
- 3. RFP Purpose.** Part VII of Chapter 700c of the Connecticut General Statutes (codified at sections §§38a-591 *et seq.*) (collectively the "Grievances and External Reviews Laws") establishes standards for Health Carriers' utilization reviews, benefit determinations including adverse determinations, and internal grievance processes. These laws conform the Connecticut internal and external claim appeal processes to the standards adopted by the Secretary of Health and Human Services for compliance with Sec. 2719 of the Public Health Service Act as amended by the Patient Protection and Affordable Care Act of 2010 (P.L.111-148) ("PPACA"). Grievances and External Reviews Laws also provides for an appeal by a covered person or a covered person's representative ("Covered Person") to the Connecticut Insurance Commissioner ("Commissioner") of an adverse determination by a Health Carrier ("External Reviews"). Before seeking an External Review, a Covered Person must have exhausted the Health Carrier's internal appeals procedures.

Grievances and External Reviews Laws require the Commissioner to engage impartial, IROs to conduct the External Reviews. The IROs' External Review decisions are binding on the Health Carrier and the Covered Person, unless other remedies are available under state or federal law. C.G.S. § 38a-591g(a)(3).
- 4. Commodity Codes.** The services that the Agency wishes to procure through this RFP are as follows:
 - *80000000: Management and Business Professionals and Administrative Services*

■ B. INSTRUCTIONS

- 1. Official Contact.** The Agency has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Agency. Applicants, prospective proposers, and other interested parties are advised that any communication with any other Agency employee(s) (including appointed officials) or personnel under contract to the Agency about this RFP is strictly prohibited. Applicants or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Gerard O'Sullivan
Address: 153 Market Street, Hartford, CT 06103
E-Mail: cid.admin@ct.gov

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. Registering with State Contracting Portal. Applicants must register with the State of Connecticut contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration>. Applicants shall submit the following information pertaining to this application through 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>

3. RFP Information. The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Agency’s RFP Web Page: https://portal.ct.gov/cid/department-resources/doing-business-with-the-cid?language=en_US
- State Contracting Portal (go to CTsource bid board, filter by “Connecticut Insurance Department”) <https://portal.ct.gov/DAS/CTSource/BidBoard>

It is strongly recommended that any applicant or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested applicants may receive additional e-mails from CTSource announcing addenda that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

4. Procurement Schedule. See below. Dates after the due date for proposals (“Proposals Due”) are non-binding target dates only. The Agency may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Agency’s RFP Web Page.

- RFP Released: September 16, 2024
- RFP Conference: Not Applicable
- Letter of Intent Due: Not Applicable
- Deadline for Questions: October 2, 2024
- Answers Released: Rolling Basis
- Proposals Due: November 4, 2024
- Start of Contract: January 1, 2025

5. Contract Awards. The award of any contract pursuant to this RFP is dependent upon the demand for external reviews. The Agency anticipates the following:

- Total Funding Available: Not Applicable
- Number of Awards: Not Applicable
- Contract Cost: Total contract cost is dependent on the negotiated prices for the types of services to be provided and the number of External Reviews processed.
- Contract Term: 3 years; January 1, 2025 through December 31, 2027.
- Funding Source: The Health Carrier, pursuant to C.G.S. § 38a-591g(2).

- 6. Eligibility.** To be eligible, the Applicant must be a legal entity organized under the laws of the state where it is incorporated and must have a unique Taxpayer Identification Number designated to receive payment. Applications will be screened to determine eligibility for further review using criteria detailed in this RFP including applicable laws.

The Applicant shall provide written assurance to the Department from its legal counsel that it is qualified to conduct business in Connecticut and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under any resultant contract.

The Applicant shall provide a statement that attests that no sanction, penalty or compliance action has been imposed on the Applicant within three years immediately preceding the date of this RFP. If the Applicant proposes the use of a subcontractor, each proposed subcontractor must provide the same statement.

The Applicant may not be related to or associated with any health carrier, and nationally recognized health experts or institutions approved by the Insurance Commissioner. C.G.S. § 38a-591a(27).

- 7. Minimum Qualifications of Applicants.** To qualify for a contract award, an applicant must have the following minimum qualifications:

Each Applicant must have received approval or accreditation by a nationally recognized private accrediting review entity, such as URAC, approved by the Commissioner.

In addition, to be eligible for approval by the Commissioner, an IRO shall have and maintain written policies and procedures that govern all aspects of both the standard external review process and the expedited external review process.

- 8. Letter of Intent.** A Letter of Intent (LOI) is not required by this RFP.

- 9. Inquiry Procedures.** All questions regarding this RFP or the Agency's procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Agency will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Agency may or may not respond to questions received after the deadline. The Agency may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Agency will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Agency's RFP Web Page.

- 10. RFP Conference.** An RFP conference will not be held to answer questions from prospective proposers.

11. Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time: November 4, 2024 at 4pm.

Proposals received after the due date and time will be ineligible and will not be evaluated. The Agency will send an official letter alerting late applicants of ineligibility.

An acceptable submission must include the following:

- One (1) conforming electronic copy of the original proposal.
The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.
The electronic copy of the proposal must be emailed to official agency contact for this procurement. The subject line of the email must read: Selection of Independent Review Organizations to Conduct External Reviews of Appeals of Adverse Determinations. Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Please ensure the entire email submission is less than 25MB as this reflects The Agency's server limitations. Applicants should work to ensure there are not additional IT limitations from the provider side.

12. Multiple Proposals. The submission of multiple proposals is not an option for this procurement.

13. Mandatory Contract Provisions. The standard contract used by the Agency contains language that is mandatory for contracts with the State. All Applicants are strongly urged to review the contractual provision required by state contracting laws ("Contract Requirements") and the associated certifications and affidavits as required by state law, samples of which is attached to this document as Appendix D. The terms and conditions of the required Contract Requirements are in conformity with the contracting laws of the State and may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office. Failure to accept the terms and conditions of the contractual provisions may be grounds for exclusion from consideration.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

■ A. AGENCY OVERVIEW:

The Department is committed to consumer protection and charged with regulatory oversight of all fully-insured insurance plans in the state. The Department strives to regulate the insurance industry in a fair and flexible way to ensure compliance with the laws, promote healthy market competition, and provide consumers with access to a variety of insurance products.

■ B. PROGRAM OVERVIEW:

The Consumer Affairs Division within the Department is responsible for the oversight of all external and expedited external reviews of adverse determinations or final adverse determinations in accordance with the Connecticut Insurance Laws.

■ C. SCOPE OF SERVICE DESCRIPTION

1. Organizational Expectations:

Each Applicant must have received approval or accreditation by a nationally recognized private accrediting review entity, such as URAC, approved by the Commissioner.

The Applicant shall submit a description of the administration and operation of its organization including how it satisfies the statutory requirements outlined in C.G.S. §§ 38a-472f; 38a-591a, *et seq*, and Regulations of Connecticut State Agencies §§38a-591-1 through 38a-591-11.

2. Service Expectations:

The Applicant shall provide documentation that shows the Applicant's experience in performing similar work. The Applicant shall describe its experience in managed care utilization review, including an explanation of level(s) and scope of involvement in the review process. The Applicant may also provide a list of references including entities for which the applicant has performed utilization review.

3. Staffing Expectations:

In responding to this RFP, the Applicant must describe the means by which it will:

1. Select and assign a Clinical Peer who possess the appropriate training and qualifications for the area in which they will be conducting the review. The proposal must include the criteria to be used for the selection or rejection of review personnel;
2. Ensure the availability of appropriate personnel as needed for timely and efficient review; and
3. Ensure the neutrality and objectivity of all personnel conducting external reviews and avoid conflicts of interest as outlined by C.G.S. § 38a-591m. Provide affirmative evidence that no conflict of interest exists upon receiving an assignment.

4. Data and Technology Expectations:

Applicants must demonstrate infrastructure and technology sufficient to collect, manage, organize, and analyze the necessary data. Applicants must have the capability to access the internet, send/receive outside email and to maintain electronic records on-site.

5. Budget Expectations:

Applicants must complete the Cost Exhibit provided in Section IV. As noted above, payment will be made by the Health Carrier that is the subject of the appeal. The Department will have no obligation to make payments for the appeal reviews.

■ D. PERFORMANCE MEASURES

The following performance metrics highlight key priorities that will be analyzed with IROs collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to the Agency. The Agency looks forward to working with IROs to define additional important performance metrics.

Applicants will be expected to review and respond to all assigned appeals within the timelines set forth in C.G.S. §§ 38a-591a *et seq*, and Regulations of Connecticut State Agencies §§ 38a-591-1 through 38a-591-11.

Timelines for External Reviews are as follows:

Standard: 45 days

Experimental/Investigational: 20 days

Expedited Behavioral Health: 24 hours

Expedited Experimental/Investigational: 5 days

Expedited (all others): 48 hours or 72 hours if any portion of the 48-hour period falls on a weekend

■ E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcomes-oriented, the Department, seeks to actively and regularly collaborate with IROs to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, the Department reserves the right to request/collect other key data and metrics from IROs.

All Applicants must be able to maintain and provide to the Department the information set forth in the Grievances and External Reviews Laws, and retain records for at least six years.

III. PROPOSAL SUBMISSION OVERVIEW

■ A. SUBMISSION FORMAT INFORMATION

- 1. Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
- 2. Attachments.** Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
- 3. Style Requirements.** *[if an electronic submission, include the following language: THIS IS AN ELECTRONIC SUBMISSION.]*

Submitted proposals must conform to the following specifications:

- Page Limit: None specified for the aggregate page limit; section specific page limitations are noted throughout the RFP and are expected to be adhered to.
 - Font Size: 12 pt
 - Font Type: Times New Roman
 - Margins: 1"
 - Line Spacing: None specified
- 4. Pagination.** The applicant's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
 - 5. Declaration of Confidential Information.** Applicants are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If an applicant deems that certain information required by this RFP is confidential, the applicant must label such information as CONFIDENTIAL prior to submission. In subsection F of the proposal submission, the applicant must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the applicant must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the applicant that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).
 - 6. Conflict of Interest - Disclosure Statement.** Applicants must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the applicant and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if an applicant tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Agency will determine whether any disclosed conflict of

interest poses a substantial advantage to the applicant over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, an applicant must affirm such in the disclosure statement. *Example: "[name of applicant] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

■ B. EVALUATION OF PROPOSALS

- 1. Evaluation Process.** It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful applicants, and awarding contracts, the Agency will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
- 2. Evaluation Review Committee.** The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Commissioner will make the final selection. Attempts by any applicant (or representative of any applicant) to contact or influence any member of the Review Committee may result in disqualification of the applicant .
- 3. Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further The Agency will reject any proposal that deviates significantly from the requirements of this RFP.
- 4. Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are set forth below (see Section IV(D) for details).
 - Strengths and Qualifications of Applicant & Staff: 13%
 - Scope of Services: 22%
 - Staffing Plan: 29%
 - Data and Technology: 6%
 - Clinical Peers or Other Subcontractors: 5%
 - Work Plan: 18%
 - Financial Profile: 3%
 - Cost Competitiveness and Budget Narrative: 2%
 - Appendices: 2%

Note:

As part of its evaluation of the Staffing Plan, the Review Committee will review the applicant's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Applicant Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful applicant is at the discretion of the Commissioner or Agency Head. Any applicant selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. All unsuccessful applicants will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and applicant selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate applicants.
- 6. Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful applicants may contact the Official Contact and request information about the evaluation and applicant selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful applicants still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Agency to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Agency may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Agency will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 7. Appeal Process.** Applicants may appeal any aspect the Agency's competitive procurement, including the evaluation and applicant selection process. Any such appeal must be submitted to the Agency head. An applicant may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful applicants about the outcome of the evaluation and applicant selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Agency to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Agency's contracting procedures, which may include approval by the Office of the Attorney General. A draft contract containing these provisions is attached as Appendix D to this RFP.

IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

A. Cover Sheet

B. Table of Contents

C. Executive Summary

D. Main Proposal

E. Attachments (clearly referenced to summary and main proposal where applicable)

F. Declaration of Confidential Information

G. Conflict of Interest - Disclosure Statement

H. Statement of Assurances

A: Cover Sheet

The applicant must use a Cover Sheet capturing the following information:

- RFP Name or Number:
- Legal Name:
- FEIN (not required for currently contracted providers/vendors):
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

Legal Name is defined as the name of private provider organization, Connecticut State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the applicant to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

B: Table of Contents

Applicants must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal.

C: Applicant Executive Summary

The page limitation for this section is five pages briefly describing how the applicant meets the eligibility and qualification criteria outlined in the Proposal Overview and a brief

overview of why the applicant should be selected for the activities highlighted in the scope of services.

D: Main Proposal Submission Requirements To Submit a Responsive Proposal

*****Please note the maximum total page length for this section is 35.** (All appendices and other attachments should be referred to in section D and then placed in section E. The Agency Review Committee will not read answers longer than 35 pages in this section.)

4.1 Strengths and Qualifications of Agency & Staff

1. Agency Qualification

Provide a general overview of your organization including its history and prior experiences engaging with relevant key stakeholders such as state insurance regulators, insurance carriers, and medical service professionals.

Specifically, each Applicant shall provide:

- a. The location of Applicant's headquarters and nearest offices. Include copy of Certificate of Incorporation or Partnership;
- b. A statement about the purpose, mission, values and vision of the applicant;
- c. The following information about itself and any parent corporation and all subsidiaries and affiliates:
 - i. An organizational chart by ownership of all affiliated entities;
 - ii. The names and addresses of owners/partners/shareholders of each entity; and
 - iii. The names and addresses of members of the Board of each entity.
- d. Current range of services and clients, including contact information for references.

It is vital that applicants do not own or control, be a subsidiary of, be owned or controlled in any way by, or exercise control with a health benefit plan, a national, state or local trade association of health benefit plans, or a national, state or local trade association of health care professionals. A statement certifying this should be included in this subsection.

2. Staff Qualification

Applicants shall also provide the following information related to staff qualifications:

- a. Relevant Experience; and
- b. Accreditation, Certification and Licensure.

4.2 Scope of Services

Each applicant shall:

1. Have and maintain written policies and procedures that govern all aspects of both the standard external review process and the expedited external review process that include, at a minimum:
 - a. A quality assurance mechanism in place that ensures:
 - i. That all External Reviews are conducted within the specified time frames and required notices are provided in a timely manner;

- ii. (I) The selection of qualified and impartial Clinical Peers¹ to conduct such reviews on behalf of the IRO and the suitable matching of such peers to specific cases, and (II) the IRO employs or contracts with an adequate number of clinical peers to meet this objective;
- iii. The confidentiality of medical and treatment records and clinical review criteria;
- b. That any person employed by or under contract with the IRO adheres to the requirements of the Grievances and External Reviews Laws and the PPACA; and
- c. A toll-free telephone number to receive information twenty-four hours a day, seven days a week, related to all External Reviews and that is capable of accepting, recording, or providing appropriate instruction to incoming telephone callers during hours other than normal business hours.

Additionally, applicants shall provide:

1. Service capacity, including, but not limited to the delivery plan, systems used, and any additional processes and protocols in place;
2. The manner in which the applicant communicates with clients and provide evaluations;
3. Any quality assurance protocols that are in place; and
4. Administrative support functionality.

4.3 Staffing Plan

Applicants must be able to demonstrate the ability of their staff to appropriately handle the workload of external reviews that the Department would assign to a successful bidder. The following information shall be used in making such a determination:

1. The names of all key personnel and managers;
2. Staffing levels including:
 - a. Qualifications at each level;
 - b. Job descriptions of each level/position; and
 - c. A personnel organization chart.
3. Recruitment, hiring & retention plans, including: training, education and development;
4. Process by which staff are assigned to External Reviews; and
5. Staff responsiveness to existing clients.

4.4 Data and Technology

Applicants agree to maintain and provide to the Commissioner the information set forth in the Grievances and External Reviews Laws. Such information includes, but is not limited to, written records of all external reviews, whether standard or expedited external reviews, conducted within a calendar year.

Each applicant shall also provide information regarding:

1. E-Mail and internet capabilities;
2. IT infrastructure, hardware, software quality and any update protocols;
3. Data collection, storage and reporting abilities, including, but not limited to:
 - a. Record retention for at least six years;
 - b. Statutory aggregate data reporting requirements which include:

¹ The term "Clinical Peer" is defined in Conn. Gen. Stat. § 38a-591a, as amended by Section 32 of Public Act 24-19.

- i. The total number of requests for an External Review including whether such requests were for a standard or an expedited review;
- ii. The number of such requests resolved and, of those resolved, the number resolved upholding the adverse determination or final adverse determination and the number resolved reversing the adverse determination or final adverse determination;
- iii. The average length of time for resolution;
- iv. A summary of the types of coverages or cases for which a review was sought;
- v. The number of such reviews that were terminated as a result of reconsideration by the health carrier of its adverse determination or final adverse determination after the receipt of additional information from the covered person or the covered person's authorized representative; and
- vi. Any other information the Insurance Commissioner may request or require.

4.5 Clinical Peers or Other Subcontractors

Applicants must be able to assign as a Clinical Peer a health care professional who meets the following minimum qualifications:

1. Is an expert in the treatment of the covered person's medical condition that is the subject of the review;
2. Is knowledgeable about the recommended health care service or treatment through recent or current actual clinical experience treating patients with the same or similar medical condition of the covered person;
3. Holds a non-restricted license in a state of the United States and, for physicians, a current certification by a recognized American medical specialty board in the area or areas appropriate to the subject of the review; and
4. Has no history of disciplinary actions or sanctions, including loss of staff privileges or participation restrictions, that have been taken or are pending by any hospital, governmental agency or unit or regulatory body that raise a substantial question as to the clinical peer's physical, mental or professional competence or moral character.

In order to demonstrate the ability to comply with the above requirements, applicants shall provide the following:

1. A comprehensive list of specialties the applicant is capable of providing an External Review for;
2. The number of Clinical Peers employed, or contracted with per specialty; and
3. Any other subcontractors engaged and the services they provide.

4.6 Work Plan

This subsection shall include the applicant's approach and plans for completing the External Review process described in the Grievances and External Reviews Laws. A flow chart depicting the process by which External Review will proceed from the time of receipt to the final decision shall be provided, including:

1. The maximum time required to complete each phase;
2. Detailed description of plans and approaches with sufficient detail to permit the Department to evaluate them fairly and with a minimum of possible misinterpretation;
3. The effort and skills necessary to complete the External Review;

4. Methods for providing a decision within the statutory timeframes set forth in the Grievances and External Reviews Laws
5. Methods of selecting and assigning staff and Clinical Peers to cases including recruitment and credentialing;
6. Communication amongst parties involved in the appeal process; and
7. System and method of rendering written decisions and the basis for the decisions.

4.7 Financial Profile

The applicant shall provide a statement demonstrating good financial standing.

4.8 Cost Competitiveness and Budget Narrative

Applicants should include costs for services required pursuant to Part VII in the following format (flat rates are preferred):

	Full Review	Consideration of new information OR Withdrawal of appeal prior to completion of full review
Standard Review		
Expedited Review		
Expedited Behavioral Health Review		
Experimental & Investigational Review		
Expedited Experimental & Investigational Review		

E: Attachments

Attachments other than the required attachments identified are not permitted and will not be evaluated. See the Proposal Checklist in Appendix C for a list of relevant attachments. Further, the required attachments must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions may result in disqualification.

Conflict of Interest Statement:

Applicants shall provide a conflict of interest statement as an attachment. Such statement shall include:

1. A chart of the applicant’s organization which shows, for key project staff members, their level of responsibility within that organization. Provide an estimate of the number, types and functions of the personnel considered necessary to the administration and operation of the organization on a statewide basis with a separate job description detailing the roles of key persons, such as a Medical Director. Include an explanation of the contractual and financial relationships between the IRO and the Clinical Peer who will actually be responsible for individual case reviews.
2. A list of clinical personnel who may be assigned to review. The list shall include for each reviewer: the name, professional license(s), board certification and any sanctions imposed.
3. A list of all managed care organizations, health care centers, health care facilities and other health care providers with whom the IRO maintains any health-related

business arrangements. This list shall include a brief description of the nature of any such arrangement.

F: Declaration of Confidential Information

If an applicant deems that certain information required by this RFP is confidential, the applicant must label such information as CONFIDENTIAL prior to submission. The applicant must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the applicant must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the applicant that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

G: Conflict of Interest – Disclosure Statement

Applicants must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the applicant and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if an applicant tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. In the absence of any conflict of interest, an applicant must affirm such in the disclosure statement. *Example: "[name of applicant] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

H: Statement of Assurances

Place after Conflict of Interest-Disclosure Statement. Sign and return Appendix B.

V. APPENDIX

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
POS	Purchase of Service
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- *contractor*: a private provider organization, Connecticut State agency, or municipality that enters into a POS contract with the Agency as a result of this RFP,
- *applicant*: a private provider organization, Connecticut State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with applicant throughout the RFP.
- *prospective proposer*: a private provider organization, Connecticut State agency, or municipality that may submit a proposal to the Agency in response to this RFP, but has not yet done so.
- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Agency as a result of this RFP,

B. STATEMENT OF ASSURANCES

Connecticut Insurance Department

The undersigned Applicant affirms and declares that:

1) General

- a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.
- b. The Applicant will deliver services to the Agency the cost proposed in the RFP and within the timeframes therein.
- c. The Applicant will seek prior approval from the Agency before making any changes to the location of services.
- d. Neither the Applicant or any official of the organization nor any subcontractor the Applicant or any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.
- e. Neither the Applicant or any official of the organization nor any subcontractor to the Applicant or any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:

Authorized Signatory

Date

C. PROPOSAL CHECKLIST

To assist applicants in managing proposal planning and document collation processes, this document summarizes key dates and proposal requirements for this RFP. Please note that this document does not supersede what is stated in the RFP. Please refer to the Proposal Submission Overview, Required Proposal Submission Outline, and Mandatory Provisions (Sections II, III, and IV of this RFP) for more comprehensive details. It is the responsibility of each applicant to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

Key Dates

Procurement Timetable		
The Agency reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1	Questions due to Department	October 2, 2024
2	RFP Application Due	November 4, 2024 at 4pm

Registration with State Contracting Portal (if not already registered):

- Register at: <https://portal.ct.gov/DAS/CTSource/Registration>
- Submit Campaign Contribution Certification (OPM Ethics Form 1):
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

Proposal Content Checklist

- Cover Sheet** including required information:
 - RFP Name or Number
 - Legal Name
 - FEIN
 - Street Address
 - Town/City/State/Zip
 - Contact Person
 - Title
 - Phone Number
 - E-Mail Address
 - Authorized Official
 - Title
 - Signature
- Table of Contents**
- Executive Summary:** high-level summary of proposal and cost
- Main proposal body answering all questions with relevant attachments.**
Applicants should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal or requires additional attachments for clarification. Additional attachments may include:
 - Strengths and Qualifications of Agency & Staff
 - Scope of Services
 - Staffing Plan
 - Data and Technology
 - Clinical Peers or Other Subcontractors
 - Work Plan
 - Financial Profile
 - Cost Competitiveness and Budget Narrative
 - Appendices
- IRS Determination Letter** (for nonprofit applicants)

- Two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant** for applicants whose organizations have been incorporated for less than two years.
- Conflict of Interest Disclosure Statement**
- Statement of Assurances**

Formatting Checklist

- Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
- Is the main body of the proposal within the page limit?
- Is the proposal in 12-point, Times New Roman font?
- Does the proposal format follow normal (1 inch) margins?
- Does the applicants' name appear in the header of each page?
- Does the proposal include page numbers in the footer?
- Are confidential labels applied to sensitive information (if applicable)?

D. STATUTORY CONTRACT REQUIREMENTS

1. **Definitions.** Except where defined elsewhere in this Appendix D, the terms stated below shall be defined as follows:
 - a. Agency: The Connecticut Insurance Department.
 - b. Claims: 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.
 - c. Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such 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. Without limiting the foregoing, Confidential Information shall also include any information that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - d. Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
 - e. Contract: The Contract including this Appendix A, as of its effective date, between or among the Parties.
 - f. Contractor: **[Contractor]**.
 - g. Contractor Parties: A 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 Contract in any capacity.
 - h. Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract,

including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

- i. State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.
- j. Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

2. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (i) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Access to Contract and State Data.

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

4. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5. **Termination**

- a. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, the State, through a duly authorized employee, may, after making a written determination that the Contractor has breached this Contract, terminate this Contract in accordance with the provisions in the Breach Section of this Contract.
- c. The State shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery, or by electronic mail. Upon receiving the notice from the State, the Contractor shall immediately discontinue all Services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the State all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the State no later than thirty (30) calendar days after the termination of this Contract or fifteen (15) calendar days after the Contractor receives a written request from the State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a nonproprietary format, such as, but not limited to, ASCII or TXT.
- d. Upon receipt of a written notice of termination from the State, the Contractor shall cease operations as the State directs in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection, and preservation of the Records and any other property. Except for any work which the State directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. For breach or violation of any of the provisions in the section concerning representations and warranties, the State may terminate this Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor, Contractor Parties or any third party.
- f. Upon termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.

- g. Termination of this Contract pursuant to this Section shall not be deemed to be a breach of contract by the State.
- h. If the Contractor, during the term of this Contract, shall file for bankruptcy or be adjudicated bankrupt, or have any judgment of bankruptcy or insolvency entered against it, the State may terminate this Contract without notice.
- i. In the event of termination of this Contract, the Contractor shall prepare and submit a final invoice to the State for payment by Company in accordance with this Contract and section 38a-14 of the Connecticut General Statutes.

6. Indemnification

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; 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 Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, 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.
- e. The Contractor shall reimburse the State for any and all costs as a result of the Contractor's failure to obtain the License Agreements in accordance with Section 8 subparagraph (i) of the Contract.
- f. The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

- g. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent. \
- h.
- i. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity

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

8. 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.

9. Audit and Inspection of Plants, Places of Business and Records.

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- b. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of

its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- e. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until seven (7) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier Termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

10. Campaign Contribution Restriction.

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 this Agreement 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.

11. Protection of Confidential Information.

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall develop, 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 Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to Records containing Confidential Information, including access to any locked storage where such Records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. 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. 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. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a "Business Associate" (as defined in HIPAA).

12. **Executive Orders and Other Enactments.**

- a. 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. 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.
- b. 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.
- c. 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; and (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. 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.

13. **Nondiscrimination.**

- a. For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or

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

- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective

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

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

14. Iran Investment Energy Certification.

- a. Pursuant to section 4-252a of the Connecticut General Statutes, 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, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. 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.

15. Consulting Agreement Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "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

16. 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:

- a. 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;

- b. 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
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

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 State agency official or employee represents that the selection of the 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.

18. Compliance with Consumer Data Privacy and Online Monitoring.

Pursuant to section 4e-72a of the Connecticut General Statute, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.