REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ANALYTICAL SERVICES RELATED TO MANDATED HEALTH BENEFITS

Issuing Agency: State of Connecticut Insurance Department
153 Market Street, 7th Floor
P.O. Box 816
Hartford, CT 06142-0816

Title: Request for Statement of Qualifications ("RFQ") to provide to the Connecticut Insurance Department Analytical Services related to Mandated Health Benefits

The Connecticut Insurance Department ("Department") is establishing a Qualified Provider List ("QPL") for actuaries, actuarial firms, quality improvement clearinghouses, health policy research organizations or any other independent expert (collectively, "Experts") that may be engaged by the Department as authorized by the Connecticut Insurance Law for the purpose of evaluating mandated health benefits. All interested individuals and/or organizations ("Applicant") are invited to submit to the Department an electronic statement of qualifications ("Statement"), which delineates how the requirements of a category or categories of analytical services, as outlined herein, are satisfied as well as rates and costs for the analytical services for each category.

Statements will be accepted on an ongoing basis. **All Statements must conform to the requirements as identified in this request.**

SEND ALL STATEMENTS DIRECTLY TO THE STATE OF CONNECTICUT INSURANCE DEPARTMENT, ATTN:
Lena Bahar, Insurance Program Coordinator, Lena.Bahar@ct.gov

Questions regarding the Statement must be submitted **by email** only. Please send emails to: Lena.Bahar@ct.gov
Accepted Experts will be notified by email

The Department will accept Statements and will update the QPL as Experts are prequalified. Once placed on the list, each Expert must conform to the biennial renewal requirements to remain on the QPL**.**

Background

The Connecticut Insurance Commissioner ("Commissioner") is authorized to engage Experts in connection with the Department's statutory duties pertaining to the review and evaluation of the financial and social impact of statutorily mandated health benefits. This RFQ is applicable to such analytical services that will be provided to the Department.

Rejection of Statement

The Department reserves the right to reject any Statement if nonconforming with this RFQ or if such rejection is for any reason deemed to be in the best interest of the State.

No Statement will be accepted from any entity or person who is currently: (i) a respondent or defendant in any administrative or civil action brought by the Commissioner alleging misfeasance or negligence in a professional capacity; or (ii) a defendant in any action brought by the Commissioner in his or her capacity as liquidator or rehabilitator of an insurance company pursuant to C.G.S. chapter 704c, which alleges misfeasance or negligence by such defendant in a professional capacity. Any person or entity against whom a finding or judgment of misfeasance or negligence is upheld in any action by the Commissioner, will not be eligible to submit a statement to be considered for inclusion on the QPL for a three-year period from the date of the imposition of the ruling.

Following a review of the Statements, the Agency Procurement Officer ("APO") shall recommend to the Commissioner for approval a list of qualified analytical service providers that satisfy the Department's criteria for each category as set forth in this RFQ. The Department's QPL will be used as the basis of selection when the need for a specific service arises. At such times, one or more qualified individuals and/or organizations may be asked to submit proposals on specific assignments for consideration. Proposals for each assignment will be evaluated and given fair consideration for a prospective engagement with the ultimate decision for a contract made by the Commissioner or designee.

Rights Reserved to the Department

The Department reserves the right to reject any Statement in whole or in part for Applicant misrepresentation or if the Applicant has defaulted on any prior Department contract, or if the Statement limits or modifies any of the terms and conditions and/or specifications of this RFQ. The Department also reserves the right to waive technical defects, irregularities and omissions, if, in its sole judgment, the interest of the Department will be served thereby.

The Department further reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revocation of an awarded contract already entered into with an Applicant and subsequently award of that contract to another proposer. Each person or entity submitting a Statement acknowledges that such revocation and re-award by the Department shall not constitute a breach of contract because the revoked contract with the initial Applicant is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Department and such Applicant.

The Department also reserves the right to revise, discontinue or close this RFQ to additional applicants at any time.

Cost Liability

Neither the Department nor the State of Connecticut assumes any responsibility of any kind for costs incurred by an Applicant prior to selection and entry into a binding contract for a specific engagement.

No Guarantee of Selection

Acceptance of a Statement and placement on the QPL does **not** guarantee that an Applicant will be selected for any engagement.

General Information

Below is a summary of the services the Department requires in connection with its evaluation of mandated health benefits. The scope of any analysis or evaluation as may be requested will be determined solely by the Department.

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 1. ***The terms and conditions of the required Contract Requirements are in conformity with the contracting laws of the State of Connecticut and are not negotiable. Failure to accept the terms and conditions of the contractual provisions may be grounds for exclusion from consideration.*** Upon selection for a project, Exhibit A to the engagement contract will reflect the negotiated Scope of Service requirements and Exhibit B will reflect the compensation arrangements for each specific engagement.

The following link is to the most recent Ethics Forms: https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms

The following link is to the most recent Connecticut State Elections Enforcement Commission forms: https://seec.ct.gov/Portal/forms/ContractorForm

The following is the link to the most recently published Guide to the Code of Ethics for Current or Potential State Contractors: contractors-guide-to-the-code-of-ethics-rev-11-2021.pdf

Please Note: The terms and conditions of the Contract Requirements as well as the certifications or affidavits, are subject to change at any time as required by changes to state law or under the requirements of the Office of the Attorney General, Department of Administrative Services, State Insurance and Risk Management Board, Office of Policy and Management or the State Contracting Standards Board.

Instructions to Applicants

Statements must contain all required information as requested in the section below entitled "Statement Format and Content". In addition, all affidavits or certifications provided as appendices must be completed in full and returned as part of the statement response.

Questions

Questions regarding this RFQ must be submitted in writing by email. Questions should be directed to:

Lena Bahar
Insurance Program Coordinator
Connecticut Insurance Department
Lena.Bahar@ct.gov

Applicant's Statement

In order to be considered for selection, Applicants must submit to the Department a complete electronic response to this RFQ.

The complete application package shall consist of a Statement that includes the following information:

1. A cover letter identifying:
   - the Statement
   - contact information (including name, title, postal address, email address and telephone number)
   - a statement certifying that all information included in the Statement and submitted is accurate to the best of the Applicant's knowledge and belief
   - a statement certifying that the Applicant has received a copy of the current Guide to the Code of Ethics for Current or Potential State Contractors
   - a statement certifying that the Applicant has reviewed the Contract Requirements and accompanying certifications and affidavits and understands that a condition of being included on the QPL is acceptance of all terms and conditions of the Contract Requirements and all certifications and affidavits without any opportunity to negotiate any of the terms, conditions or provisions thereof. The additional terms including the scope of service for each specific engagement will be negotiated at the time of such engagement. **(Please do not execute the Contract Requirements or any of the certifications/affidavits as part of your Statement.).**

2. The cover letter must be signed by the Applicant's chief executive officer or other senior officer who is authorized to act for the Applicant.

3. Consecutive page numbering for easy reference.

4. A Statement table of contents and identification of Statement sections.

5. Identifiable and specific responses to each of the particular criteria set forth in this RFQ.

Acceptance of Statement Content

The contents of an Applicant's Statement may become a part of any contract awarded as a result of these specifications.

Freedom of Information Act Disclosure

Documents received and maintained by the Department may be subject to public disclosure

upon a request made under Connecticut's Freedom of Information Act (C.G.S. Secs 1-200 et seq.). When submitting a Statement, the Applicant may wish to designate with an appropriate notation any page of the Statement that is believed to contain trade secret(s) or confidential information. While such a notation will not automatically constitute a determination that the information so designated is exempt from disclosure, it will aid the Department in evaluating the information in the event such evaluation becomes necessary for the purpose of determining whether it falls within an exception to the Freedom of Information laws.

Term of List and Renewal Requirements

Placement on the QPL as a prequalified provider is automatically renewable thereafter upon compliance with the following conditions:

- Submission by December 31, 2025 and thereafter on a biennial basis to the Department of:
    - a biennial fee schedule for the next two-year period (e.g., January 1, 2026 to December 31, 2027) **(The Department does not negotiate rates for each engagement; the Department will only pay for services according to the rates on file. If a rate not on file is billed, payment will be made at the lower of the billed rate or the filed rate.)**
    - an organizational update, including any management and staff changes and resumes of any new staff as of January 1 for each biennial period.
- Maintaining a satisfactory evaluation of delivered services.

Approximately sixty (60) days after a provider completes work on a contract, a written evaluation of the provider's performance will be completed. A provider must receive a satisfactory evaluation to be eligible for future projects. On a biennial basis, the Department will review each provider's evaluation(s) to determine if a minimum aggregate satisfactory rating has been maintained. Any provider not maintaining a minimum aggregate satisfactory rating will be terminated from the list. Such a provider may re-apply to be added to the list after a period of one year.

Oral Presentation

The Department does not typically require any oral presentations.

Rate and Cost Changes

All rates and costs when established and agreed upon shall be firm and not subject to increase during the period of the contract.

Statement Format and Content

All instructions, terms and conditions contained in the Statement must be met in order to qualify for consideration of award. Those statements which do not meet those conditions will be considered non-responsive.

The Statement must be submitted in three, easily identifiable sections as follows:

- ***Section 1 - Technical Statement:*** This section includes a description of the Applicant's experience and capabilities, which shall specifically address the Preferred Qualifications. Such descriptions should be described in sufficient detail to permit the Department to evaluate them fairly and with a minimum of possible misinterpretation.

- ***Section 2 – Rate and Costs Statement:*** This section contains all information related to rates and costs.

  Section 3 - Organizational Support and Experience: This section contains all pertinent information relating to Applicant's organization, personnel and experience that would substantiate its qualifications and capabilities to perform the analytical services required by the scope of the RFQ.

  Applicants must provide a completed **QUALIFIED PROVIDER CANDIDATE AUTHORIZATION TO RELEASE INFORMATION** form for each person for whom a resume has been submitted. See Appendix 2.

SECTION 1 – TECHNICAL STATEMENT:

This Statement section shall identify the Applicant's experience and capabilities related to the analytical services set forth below. The Statement must also address the Preferred Requirement.

The Applicant must include documentation outlining similar services provided to other insurance regulators or other clients during the past three years and provide the name, email address and telephone number of three current references familiar with such services.

Please be advised that (i) the scope of work shall be established by and all work will be performed under the direction of Department staff, and (ii) any Contract may obligate the provider to provide the Department with written status reports, other reports or analyses on a periodic basis or as determined by the Department. The Department's work product related to any engagement, may contain excerpts from provider's reports or analyses.

PREFERRED REQUIREMENTS:

The Applicant's lead analyst for each category must have a minimum of eight years' experience providing analysis services. Other assigned staff/analysts must have a minimum of two years' in such work. Resumes of individuals who may or will be assigned to such work, including qualifications and experience, must be included with the Statement. The Applicant should file similar information with the Department for staff hired subsequent to its placement on the QPL.

Pursuant to C.G.S. Section 38a-21, the Applicant will review and evaluate mandated health benefit(s), as defined in subsection (a)(2) of the statute, and produce a report, in conjunction with Department staff, of the findings of the review. Such review shall contemplate both the social and financial impact of the benefit.

The social impact of mandating the benefit shall consider:

A. The extent to which the treatment, service or equipment, supplies or drugs, as applicable, is utilized by a significant portion of the population;
B. The extent to which the treatment, service or equipment, supplies or drugs, as applicable, is currently available to the population, including, but not limited to, coverage under Medicare, or through public programs administered by charities, public schools, the Department of Public Health, municipal health departments or health districts or the Department of Social Services;
C. The extent to which insurance coverage is already available for the treatment, service or equipment, supplies or drugs, as applicable;
D. If the coverage is not generally available, the extent to which such lack of coverage results in persons being unable to obtain necessary health care treatment;
E. If the coverage is not generally available, the extent to which such lack of coverage results in unreasonable financial hardships on those persons needing treatment;
F. The level of public demand and the level of demand from providers for the treatment, service or equipment, supplies or drugs, as applicable;
G. The level of public demand and the level of demand from providers for insurance coverage for the treatment, service or equipment, supplies or drugs, as applicable;
H. The likelihood of achieving the objectives of meeting a consumer need as evidenced by the experience of other states;
I. The relevant findings of state agencies or other appropriate public organizations relating to the social impact of the mandated health benefit;
J. The alternatives to meeting the identified need, including, but not limited to, other treatments, methods or procedures;
K. Whether the benefit is a medical or a broader social need and whether it is consistent with the role of health insurance and the concept of managed care;
L. The potential social implications of the coverage with respect to the direct or specific creation of a comparable mandated benefit for similar diseases, illnesses or conditions;
M. The impact of the benefit on the availability of other benefits currently offered;
N. The impact of the benefit as it relates to employers shifting to self-insured plans and the extent to which the benefit is currently being offered by employers with self-insured plans;
O. The impact of making the benefit applicable to the state employee health insurance or health benefits plan; and
P. The extent to which credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community determines the treatment, service or equipment, supplies or drugs, as applicable, to be safe and effective.

(2) The financial impact of mandating the benefit, including:

A. The extent to which the mandated health benefit may increase or decrease the cost of the treatment, service or equipment, supplies or drugs, as applicable, over the next five years;
B. The extent to which the mandated health benefit may increase the appropriate or inappropriate use of the treatment, service or equipment, supplies or drugs, as

applicable, over the next five years;

C. The extent to which the mandated health benefit may serve as an alternative for more expensive or less expensive treatment, service or equipment, supplies or drugs, as applicable;
D. The methods that will be implemented to manage the utilization and costs of the mandated health benefit;
E. The extent to which insurance coverage for the treatment, service or equipment, supplies or drugs, as applicable, may be reasonably expected to increase or decrease the insurance premiums and administrative expenses for policyholders;
F. The extent to which the treatment, service or equipment, supplies or drugs, as applicable, is more or less expensive than an existing treatment, service or equipment, supplies or drugs, as applicable, that is determined to be equally safe and effective by credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community;
G. The impact of insurance coverage for the treatment, service or equipment, supplies or drugs, as applicable, on the total cost of health care, including potential benefits or savings to insurers and employers resulting from prevention or early detection of disease or illness related to such coverage;
H. The impact of the mandated health care benefit on the cost of health care for small employers, as defined in section 38a-564, and for employers other than small employers; and
I. The impact of the mandated health benefit on cost-shifting between private and public payors of health care coverage and on the overall cost of the health care delivery system in the state.

SECTION 2 – COST STATEMENT

This section of the statement shall contain (i) the hourly rates for each class/type of staff anticipated to be used on any engagements beginning January 1, 2026, and (ii) all related costs. The rate and cost information provided must be for a two-year period.

SECTION 3 – ORGANIZATION SUPPORT AND EXPERIENCE

The Applicant shall submit a description of the administration and operation of its organization. This section of the statement shall contain at least the following information:

1. Location of Applicant's headquarters and nearest offices. Include copy of Certificate of Incorporation or Partnership.

2. Any Applicant shall provide the following about itself and any parent corporation and all subsidiaries and affiliates: (1) an organizational chart by ownership of all affiliated entities; (2) the names and addresses of owners / partners / shareholders of each entity; and (3) the names and addresses of members of the Board of each entity.

3. 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. Include an explanation of the contractual and financial

relationships between the Applicant and the personnel who will be responsible for providing the analytical services.

4. A list of any other regulatory entities with which the Applicant is similarly contracted. This list shall include a brief description of the nature of any such arrangement.

5. In responding to this RFQ, the Applicant must describe how it will:

    - Provide personnel who possess the appropriate training and qualifications for the area in which they will be providing analytical services. The Statement should include the criteria to be used for the selection of personnel.
    - Ensure the availability of appropriate personnel as needed for timely and efficient services.
    - Ensure the neutrality and objectivity of all personnel providing analytical services and avoid conflicts of interest. Provide affirmative evidence that no conflict of interest exists.

STATEMENT EVALUATION CRITERIA

The following criteria, not necessarily listed in order of significance, will be used to evaluate statements:

1. The qualifications and quantified experience of personnel to be providing the analytical services.

2. The firm's past performance on projects of similar scope and size.

3. The ability of the Applicant, as judged by the Department, to successfully complete the assignments within the proposed schedule.

4. Costs/fee structure.

5. Performance evaluations on file for providers currently on the Department's QPL.

SELECTION OF PROVIDERS FROM THE QPL FOR AN ENGAGEMENT

When the need for a specific service arises, the QPL will be used as the source for selection of a provider(s). For some engagements the Department may choose to identify more than one provider and request additional information relative to specific qualifications for the assignment, availability of specialized resources, etc., prior to formulating a recommendation.

The following criteria will be used in the evaluation process:

- Demonstrated proficiency in performing assignments of this nature for Connecticut and other regulatory jurisdictions and/or the insurance industry;

- Personnel capabilities including the education, experience and skills required to provide the service, as well as sufficient staff resources to meet the

Department's needs and established timeframes; and

- Professional fees and expense structure.

A recommendation to engage the provider(s) will be submitted to the APO, who will make a recommendation to the Commissioner. The Commissioner shall accept, reject or modify the APO's recommendation.

The Department, in accordance with provisions of the Connecticut General Statutes, will prepare the actual Contract for Analytical Services ("Contract"). Statutory contractual provisions, a detailed description of the services to be provided, staffing levels, professional fees and expenses, deliverables, time frame for completion as well as the responsibilities of the provider and the Department will be specified in the Contract.

By execution of the Contract, the selected provider expressly agrees to comply with all statutory provisions of the core Contract. The scope of the analytical services will be customized for each engagement and will contain the provider's approach, deliverables and time frames and compensation.

In preparation for developing the scope of services, the proposed provider(s) may be required to review work papers, recorded information, documents and copies thereof produced by, obtained by or disclosed by the commissioner or any person in the course of the contracted service, which shall be maintained as confidential in accordance with the applicable law. The providers may be asked to complete Nondisclosure/Confidentiality Agreements prior to accessing any information which may be confidential.

The provider must provide the Department, via the APO, an estimate of its professional fees and expenses based on staffing level, hours and rates for each phase of an engagement.

The provider's bills must be submitted to the Department for review and approval. The Department will process all approved invoices for payment consistent with the terms of the contract.

All Contracts must be executed by a party who is authorized to bind the contract as evidenced by a board of directors' resolution or certification under oath.

THE ENGAGEMENT EVALUTION PROCESS

Not later than sixty days after a provider completes work under a contract, the Department staff involved in the oversight of the provider will complete a written evaluation of the provider's performance. The criteria to be considered include but are not limited to the following:

- Knowledge and understanding of Connecticut's regulatory framework:
- Performance (quality, quantity, thoroughness, accuracy and timing);
- Communicating and reporting progress to the Department at regular intervals; and
- Ability to deliver contracted report within agreed upon cost estimates.

The Department's evaluation will also take into consideration the provider's understanding

of the scope of the assignment, time frame in which it was completed, the final work product and final cost of the analytical services provided in comparison to the original estimate. A provider must receive a satisfactory evaluation to be eligible for future projects.

APPENDIX 1
STATUTORY CONTRACT REQUIREMENTS

1. **Definitions.** Except where defined elsewhere in this Appendix A, 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.[1]

(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. A11 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. 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) third party Claims arising, directly or indirectly, in connection with the Contract; 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 or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. 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 that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.

b. Contractor shall not be responsible for indemnifying, defending 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. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.

d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this 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 or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.

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. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. 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. 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. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. **Insurance**

Before commencing performance of any work under this Contract, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Contract and the period that any provisions survive the term of this Contract, the following insurance as described in (a) through (d) below. The Contractor shall assume any and all deductibles in the described insurance policies. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State prior to the effective date of this Contract.[2] The Contractor shall not begin performance of the Services until the delivery of the policy to the State. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State. This section shall survive the termination of this Contract and shall not be limited by reason of any insurance coverage.

(a) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

(c) Professional Liability: $1,000,000 limit of liability.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease-Policy Limit, $100,000 each employee.

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 Office of State Ethics 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. **Contractor Certification**

(a) By its signing this Contract, the Contractor certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Contractor, its agent, or employees.

(b) The Contractor certifies and attests that neither the Contractor nor any member of Contractor's staff has provided, or caused to be provided, gifts, as defined in section 1-79(e) of the Connecticut General Statutes, to any state official or employee of the State.

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

(d) The Contractor certifies that no business, personal, or investment relationships exist, or have existed, between the Contractor or members of Contractor's staff and the State.

(e) The Contractor certifies that no items of value have been provided to any elected or appointed official or employee of the State for which full payment has not been made.

11. **Campaign Contribution Restriction.**

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more in a calendar year, 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.

12. **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).

13. **Confidentiality of the Contractor's Proprietary Information**

The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the submitted proposal and this Contract is subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of this Contract, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting

provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the State will endeavor to keep said information confidential to the extent permitted by law. The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other requirements of law.

14. **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.

15. **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 actionequal 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:** ☐

16. **Americans With Disabilities Act**

The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("ADA Act"), to the extent applicable, during the terms of this Contract. The State may terminate this Contract if the Contractor fails to comply with the ADA Act.

17. **Litigation**

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, 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.

18. **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.

19. **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.

20. **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

21. **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.

22. **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.

23. **Call Center and Customer Service Work**

Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut except that if Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.[3]

24. **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.

APPENDIX 2

CANDIDATE AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize any person, educational institution, or company I have listed as a source of education, certification, employment or as a reference on my application to the State of Connecticut Insurance Department to disclose in good faith any information they may have regarding my qualifications and fitness for selection as provider in the categories identified. I will hold any former employers, educational institutions, and any other persons giving references or information free of liability for the exchange of this information and any other reasonable and necessary information incident to the selection process.

Print Name:_____

Title:_____

Name of Analysis Services Provider: _____

Signed: _____

Date: