



Request for Proposal

For optional supplemental insurance products and services
offered to State employees through the
State of Connecticut Voluntary Supplemental Benefit Program

Released by: Office of the State Comptroller

On: Thursday, June 5, 2025

Closing Date/Time: Wednesday, July 2, 2025, 2:00pm ET

Only those entities that provided responses to the State's Supplemental Benefit Request for Information (RFI) in April 2025 will be allowed to respond to this Request for Proposal (RFP).

1. Benefits provided to State employees

1.1 Healthcare and Retirement Benefits

The Office of the State Comptroller (OSC) is responsible for selecting vendors to provide the State's comprehensive medical, dental and pharmacy to State employees. These benefits may be viewed at <https://carecompass.ct.gov/>. The State Comptroller is also responsible for selecting vendors to provide a range of retirement benefit programs to State employees through the State Employees Retirement System (SERS). Summary Plan Descriptions for Tiers I, 2, 3, and 4 for those retirement benefits are posted at <https://osc.ct.gov/retirement/sers/>

1.2 Optional Supplemental Benefits

In addition to the benefits described in Section 1.1, every five years the State Comptroller is required to solicit options for supplemental insurance and similar benefits that may be offered to State employees. Pursuant to Connecticut General Statutes (C.G.S.) §3-123g, the State Comptroller released a Request for Information (RFI) in the spring of 2025 to solicit such options. The State Comptroller also appointed a Vendor Advisory Committee (VAC) to consider submissions received in response to the RFI. The current State of Connecticut Voluntary Supplemental Benefits Program (Program) is designed to complement benefits already provided by the State. State employee participation is entirely voluntary with premium payments made to the vendors by the employee through payroll deduction. Current Program offerings may be viewed at <https://carecompass.ct.gov/supplementalbenefits/>

1.3 Flexible Spending Accounts

The State also currently provides employees the option to set aside a portion of their earnings, pre-tax, to pay for qualified medical, dependent care, and transit and parking expenses through the Flexible Spending Accounts Program. Details about the Program can be viewed at <https://carecompass.ct.gov/supplementalbenefits/flexible-spending-plans/>

1.4 Group Life Insurance (Basic and Supplemental)

The state provides basic group life insurance, with the cost shared between the employee and the State. The employee's premium share is made via payroll deduction. Employees who enroll in the basic plan may also be eligible to participate in a "supplemental" group life insurance plan, which provides benefits beyond those available through the basic group life plan. The current Program offerings may be viewed at <https://carecompass.ct.gov/supplementalbenefits/group-life/>

1.5 CT Paid Leave

Furthermore, State managers and non-union State employees are automatically covered by the State's CT Paid Leave and therefore may be eligible for paid leave under certain circumstances. Union employees, however, are not automatically covered by CT Paid Leave and must collectively bargain to be included. More information may be viewed at <https://www.ctpaidleave.org/>

1.6 Eligible State Employees

Approximately fifty-two thousand (52,000) State employees have the opportunity to voluntarily elect to purchase a product or service under the Program with the entire cost borne by the employee and paid to the selected vendor(s) through a payroll deduction from the employee's paycheck.

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2. RFP Introduction

2.1 Introduction

This Request for Proposals (“RFP”) is for optional supplemental insurance products and services that may be offered to State employees through the State of Connecticut Voluntary Supplemental Benefit Program (Program). In accordance with C.G.S. §3-123g the State Comptroller’s Vendor Advisory Committee (VAC) will consider submissions from vendors who responded to the Request for Information (RFI) in April 2025. **This Program is designed to complement benefits already provided to State employees by the State.**

2.2 Vendor Advisory Committee

The Vendor Advisory Committee (VAC) consists of a designee of the Comptroller, the Labor Commissioner or designee, the Insurance Commissioner or designee, and three representatives of labor unions representing state employees appointed by the Comptroller in consultation with the state employee unions. Such representatives of labor unions shall serve five-year terms and shall not serve successive terms.

The contents of all submitted proposals, including any confidential information, will be shared with the VAC. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. The VAC will evaluate all proposals that meet the minimum submission requirements. They will be scored and rank ordered, and the VAC will make recommendations for award(s) to the Comptroller who will make the final selection.

2.3 Proposals

In accordance with C.G.S. §3-123g, OSC and VAC shall review RFP proposals submitted and make recommendations to the State Comptroller whether to approve or disapprove such proposals for products and/or service offerings through the Program.

Prior to approving any products and/or service offerings through the Program the Comptroller shall consider the following criteria:

- (1) The benefit to State employees of the product or service;
- (2) the price or rate of the product or service;
- (3) the skill, ability and integrity of the applicant to deliver such product or service;
- (4) the past performance of the applicant;
- (5) the recommendations of the Vendor Advisory Committee; and
- (6) any other information which the Comptroller deems necessary.

In considering the past performance of the applicant, the State Comptroller shall evaluate the skill, ability and integrity of the applicant in terms of the applicant's fulfillment of past contract obligations and their experience or lack of experience in delivering the same or similar products or services.

Based upon the VAC’s recommendations, the State Comptroller may authorize the selected applicants to market approved products and services to State employees under stipulated terms and conditions for a period of three years commencing January 1, 2026, and expiring December 31, 2028. The contract will include a clause that reserves the right to the Comptroller to extend the contract for up to two additional one-year periods at the conclusion of the contract term, not to exceed a maximum of five years. This right will be exercised solely at OSC’s discretion.

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OSC reserves the right to award any service in whole or in part, if proposals demonstrate that doing so would be in the State's best interest. OSC also reserves the right to issue multiple awards, no award, cancel, or alter the procurement at any time. In addition, OSC reserves the right to extend the proposed RFP period, if needed. Proposals containing the lowest cost will not necessarily be awarded as OSC recognizes that factors other than costs may be important to the ultimate selection of the bidder(s).

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

2.4 Purpose

The State already provides a robust package of high quality, cost-effective benefits to State employees. OSC is soliciting proposals to complement those benefits provided by the State, to increase employee satisfaction and retention, and to offer products or services at a competitive rate to its employees. Benefits offered through the Program should be designed to complement the medical, dental, pharmacy and retirement benefits provided by the State to its employees.

2.5 Scope of Services

Under the Program, State employees have the opportunity to voluntarily elect a product or service with the entire cost borne by the employee paid to the selected vendor(s) through a payroll deduction from the employee's paycheck.

Vendors who submitted a proposal in response to the Request for Information (RFI) posted April 17, 2025, may submit proposals for the following types of supplemental benefits:

- A. **Auto/Home Insurance**
- B. **Short Term/Long Term Disability Insurance**
- C. **Life Insurance (Basic, Term, Whole)**
- D. **Vision Benefits**
- E. **Voluntary Accident Insurance**
- F. **Critical Illness/Cancer Insurance/Specified Health Benefit**
- G. **Medical Transport Coverage**
- H. **Hospital Indemnity Insurance**
- I. **Identity Shield/Identity Theft Protection**
- J. **Legal Services**
- K. **Pet Insurance**
- L. **Adoption Assistance**

Bidders who submit a proposal for any of the above products and services are encouraged to review in detail the State employee benefits <https://osc.ct.gov/state-employees/> to examine how their product or service will complement the State's existing benefit package for its employees.

2.6 Scope of Service Descriptions

Scope A. Auto/Home Insurance

The purpose of this scope is to evaluate Home and/or Auto Insurance which provide financial protection in case

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of covered accidents, theft or damage to the State employee's home or vehicle. The objective is to evaluate 1) the financial benefit for State employees; 2) whether the insurance benefit offers discounted rates to State employees; 3) if operational procedures and processes prioritize effective plan administration; 4) the claim process, procedures and administration; 5) the production of quarterly reporting metrics; and 6) effective communication methods.

Scope B. Short Term/Long Term Disability Insurance

The purpose of this scope is to evaluate Short Term Disability Insurance and Long Term Disability Insurance which provide payment to State employees during a leave of absence due to a covered disability. The objective is to evaluate 1) the financial benefit for State employees; 2) how the disability insurance integrates with the State's existing disability or leave benefits; 3) how the disability insurance integrates with the CT Paid Leave Authority, if applicable; 4) whether the insurance benefit offers discounted rates to State employees; 5) if operational procedures and processes prioritize effective plan administration; 6) the claim process, procedures and administration; 7) the production of quarterly reporting metrics; and 8) effective communication methods.

Scope C. Life Insurance (Specify type(s): Basic, Term, Whole)

The purpose of this scope is to evaluate Life Insurance products that offer a payout upon the State Employee's death to the State employee's beneficiary. The objective is to evaluate the 1) the financial benefit for State employees; 2) how the life insurance integrates with the State's basic group life insurance benefit; 3) whether the insurance benefit offers discounted rates to State employees; 4) if operational procedures and processes prioritize effective plan administration; 5) the claim process, procedures and administration; 6) the production of quarterly reporting metrics; and 7) effective communication methods.

Scope D. Vision Benefits

The purpose of this scope is to evaluate Vision Benefits which provides benefits to State employees for costs of routine eye exams, corrective eyewear and other vision related services. The objective is to evaluate 1) the financial benefit for State employees; 2) how the insurance benefit integrates with coverage under the State of Connecticut Medical Benefit Plan; 3) if operational procedures and processes prioritize effective plan administration; 4) whether the insurance benefit offers discounted rates to State employees; 5) the claim process, procedures and administration; 6) the production of quarterly reporting metrics; and 7) effective communication methods.

Scope E. Voluntary Accident Insurance

The purpose of this scope is to evaluate Voluntary Accident Insurance which provide a lump-sum benefit to State employees who suffer a covered accidental injury. The objective is to evaluate 1) the financial benefit for State employees; 2) how the insurance benefit integrates with coverage under the State of Connecticut Medical Benefit Plan; 3) how the insurance benefit integrates with the State's existing disability or leave benefits or other income replacement benefits such as long term disability insurance; 4) whether the insurance benefit offers discounted rates to State employees; 5) if operational procedures and processes prioritize effective plan administration; 6) the claim process, procedures and administration; 7) the production of quarterly reporting metrics; and 8) effective communication methods.

Scope F. Critical Illness/Cancer Insurance/Specified Health Benefit

The purpose of this scope is to evaluate Critical Illness/Cancer Insurance/Specified Health Benefits which provide a lump-sum benefit to State employees who suffer a covered critical illness, such as cancer, and/or specified health benefits. The objective is to evaluate 1) the financial benefit for State employees; 2) how the insurance benefit integrates with coverage under the State of Connecticut Medical Benefit Plan; 3) how the insurance benefit integrates with the State's existing disability or leave benefits or other income replacement benefits such as long term disability insurance; 4) whether the insurance benefit offers discounted rates to State employees; 5) if operational procedures and processes prioritize effective plan administration; 6) the claim process, procedures and administration; 7) the production of quarterly reporting metrics; and 8) effective communication methods.

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Scope G. Medical Transport Coverage

The purpose of this scope is to evaluate Medical Transport Coverage which provides a benefit to State employees who utilize emergency and non-emergency medical transportation. The objective is to evaluate 1) the financial benefit for State employees; 2) how the insurance benefit integrates with coverage under the State of Connecticut Medical Benefit Plan; 3) if operational procedures and processes prioritize effective plan administration; 4) whether the insurance benefit offers discounted rates to State employees; 5) the claim process, procedures and administration; 6) the production of quarterly reporting metrics; and 7) effective communication methods.

Scope H. Hospital Indemnity Insurance

The purpose of this scope is to evaluate Hospital Indemnity Insurance which provides a benefit for State employees covered expenses during hospital stays. The objective is to evaluate 1) the financial benefit for State employees; 2) how the insurance benefit integrates with coverage under the State of Connecticut Medical Benefit Plan; 3) if operational procedures and processes prioritize effective plan administration; 4) whether the insurance benefit offers discounted rates to State employees; 5) the claim process, procedures and administration; 6) the production of quarterly reporting metrics; and 7) effective communication methods.

Scope I. Identity Theft/Identity Shield Protection

The purpose of this scope is to evaluate Identity Theft/Identity Shield Protection which provides a benefit for State employees to proactively detect, notify or prevent unauthorized access or misuse of a person's identifying information or financial information. The objective is to evaluate 1) the financial benefit for State employees; 2) whether the insurance benefit offers discounted rates to State employees; 3) if operational procedures and processes prioritize effective plan administration; 4) the claim process, procedures and administration; 5) the production of quarterly reporting metrics; and 6) effective communication methods.

Scope J. Legal Services

The purpose of this scope is to evaluate Legal Services which connect State employees to legal advice regarding, but not limited to, family, public benefits, housing, unemployment, civil cases, and others. The objective is to evaluate 1) the financial benefit for State employees; 2) whether the insurance benefit offers discounted rates to State employees; 3) if operational procedures and processes prioritize effective plan administration; 4) the claim process, procedures and administration; 5) the production of quarterly reporting metrics; and 6) effective communication methods.

Scope K. Pet Insurance

The purpose of this scope is to evaluate Pet Insurance which provides a benefit for State employee's veterinary expenses relating to their pet's illness or injury. The objective is to evaluate 1) the financial benefit for State employees; 2) whether the insurance benefit offers significantly discounted rates to State employees; 3) if operational procedures and processes prioritize effective plan administration; 4) the claim process, procedures and administration; 5) the production of quarterly reporting metrics; and 6) effective communication methods.

Scope L. Adoption Assistance

The purpose of this scope is to evaluate programs that can assist State employees with costs associated with qualified adoption expenses. The objective is to evaluate 1) the financial benefit for State employees; 2) whether the insurance benefit offers discounted rates to State employees; 3) if operational procedures and processes prioritize effective plan administration; 4) the claim process, procedures and administration; 5) the production of quarterly reporting metrics; and 6) effective communication methods.

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2.7 Schedule of Activities

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

Date	Activity
June 5, 2025	Release RFP
June 18, 2025	Bidder Question Deadline by 2:00 PM ET
June 24, 2025	Bidder Questions Answered
July 2, 2025	CLOSING DATE: Completed Proposals submitted by 2:00 PM ET
Week of July 14, 2025	Finalist Interviews (if necessary)
Week of July 21, 2025	Best and Final Offer (if necessary, multiple rounds possible)
September 2025	Contract Awarded
September 2025	Begin Implementation
January 1, 2026	Effective Date for Contract and Live Services

- These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to bidders.
- This RFP does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, withdraw or amend this RFP at any time.
- The State reserves the right to reject any and all proposals received, for specific reasons, which include, but are not limited to, non-compliance with RFP requirements.
- Responses to this RFP will be the primary source of information used in the evaluation process. Each bidder is requested and advised to be as complete as possible in its response. The State reserves the right to contact any bidder to clarify any response or to request a presentation.

3. Proposal Submission

3.1 Business Registration

The Connecticut Department of Administrative Services ("DAS") has implemented a requirement that all organizations seeking to do business with the State must register their business on CTSOURCE. CTSOURCE is the portal for registering a business and is available at

https://portal.ct.gov/das/procurement-programs-and-services/ctsource?language=en_US

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

The guide to using CTSOURCE appears at <https://portal.ct.gov/-/media/DAS/CTSource/Documents/CTsource-Supplier-Registration-Portal-User-Guide-Final.pdf>.

A completed Agency Vendor Form (SP-26NB) and W-9, provided as Attachment A, must be submitted through CTSOURCE by the deadline for submission of RFP proposals.

If you have difficulty **accessing** your CTSOURCE account call 1-866-889-8533 or email webprocuresupport@proactis.com.

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3.2 Proposal Submission

Entities that responded to the RFI in April 2025 and are interested in offering their product or service through the Program, should submit detailed information as outlined in Section 3.8 “Bidder Proposal Requirements” **by 2:00pm ET Wednesday, July 2, 2025, to osc.rfp@ct.gov.**

3.3 Restriction on Contact with State Personnel

All contact for this RFP should be conducted using the following email address: **osc.rfp@ct.gov**. Bidders, prospective bidders, and other interested parties are advised that any communication with any OSC employee(s), including appointed officials, or personnel under contract to the OSC about this RFP is strictly prohibited. Bidders or prospective bidders who violate this instruction may risk disqualification from consideration.

3.4 Conflict of Interest

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

A bidder that is awarded all or part of the RFP is required to comply with the State of Connecticut Code of Ethics. More information can be found in the Contractors Guide to the Code of Ethics available at <https://portal.ct.gov/-/media/Ethics/Guides/2021/Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf>.

3.5 Confidential Responses

Any bidder who submits trade secrets or confidential commercial or financial information that it claims is exempt from disclosure under the Freedom of Information Act (FOIA) must also provide an additional copy of its RFP submission from which all trade secrets and financial/confidential data have been redacted with a rationale letter on company letterhead sufficient to justify each claimed exemption under FOIA. The rationale and explanation must be stated in terms of the prospective harm that would result to the competitive position of the Bidder if the identified material were to be released and reasons why the materials are legally exempt from release pursuant to the FOIA. (This redacted copy may be disclosed without objection in the event that the State receives a FOIA request for the bidder’s proposal.)

3.6 Bidder Questions

Any questions regarding the content of the RFP should be submitted directly to osc.rfp@ct.gov with subject line “Ask Questions” before **June 18, 2025, at 2:00 P.M. ET**. Questions submitted from any bidder that is considering a response to this RFP will be answered. Questions via telephone will not be accepted. The State reserves the right to provide a combined answer to similar questions. Any and all questions and answers to this RFP will be posted by **June 24, 2025**, on both the State's website at <https://portal.ct.gov/das/ctsource/bidboard> and the OSC website at <http://www.osc.ct.gov/vendor/index.html>.

3.7 Minimum Submission Requirements

To be eligible for evaluation, proposals must (1) be received on or before the Closing Date and Time; (2) meet the eligibility and qualification requirements to respond to the procurement; (3) follow the Proposal Submission Requirements; and (4) be complete. Proposals that fail to follow instructions, deviate significantly from the requirements of this RFP, or fail to satisfy these minimum submission requirements will not be reviewed.

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3.8 Bidder Proposal Requirements

A. Title Page

Provide a title page indicating the date, subject, name of the Bidder, main office address and the local office address (if a local office will be performing the contracted services) and the mailing address, e-mail address, telephone number, name and title of the Bidder's contact person for the purpose of clarifying any information submitted.

B. Organizational Structure

Provide a general description of the Bidder's organization, including the legal structure (corporation, partnership, franchise, etc.), the number of professional and support staff employed and the primary business functions (benefits consulting, actuarial consulting, asset management, insurance provider, etc.)

C. Bidder Experience and Description

A description of the Bidder that will offer supplemental benefit coverage, including the Bidder's experience specific to the services requested in this RFP, along with the relevant experience of the staff/principal(s) who would be assigned to this project. List all comparable governmental agencies, corporations, and organizations that the staff members designated for the engagement of services sought by this RFP have provided these services to within the past two (2) years, specifying those with a unionized workforce. In addition, the listing should include the number of years that the Bidder has been retained by comparable governmental agencies, corporations, and organizations to provide such services. Bidders are encouraged to identify other experience, factors, or strengths that they possess which may assist the VAC and the State in the selection process.

D. Financials

Each Bidder must provide detailed information on its financial standing, including its most recent financial ratings from the independent rating agencies, such as A.M. Best Company, Standard & Poor's and Moody's. If the Bidder offers multiple lines of insurance, please describe the overall financial status of the Bidder and specific financial information regarding the Bidder's insurance portfolio. Each Bidder must also provide a listing of all requests they have made in the past for rate increases for their supplemental benefit policies, both in Connecticut and nationwide. The listing should note the state the request was made in, the amount of the request, whether the request was granted and, if so, the amount of increase granted.

E. Supplemental Benefit Product or Service Description

Each submission must contain a complete description of the features of the product or service that is being submitted for review by the VAC and OSC. This description must specifically address the products or services, if applicable:

1. Underwriting criteria
2. Exclusions/Limitations for coverage, benefits caps, etc.
3. Treatment of pre-existing conditions (if any)
4. Waiting period (if any)
5. Availability of produce or service to State employee's family members (if any)
6. Portability (if any)
7. Riders (if any)
8. Network size, if applicable
9. Geographic limitations, if any

Where the State of Connecticut Insurance Department (CID) has approved a policy, a copy must be submitted.

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Where the policy has yet to receive CID approval (for instance, because the policy is being written for the specific purpose of this RFP or otherwise awaiting administrative action) a draft copy must be submitted. Each submission must clearly state the program discount associated with such offering.

F. Premiums/Rates

Each submission must contain a full schedule of premiums or rates along with the representation that such premiums/rates will be guaranteed for the contract term proposed. Premium/rate schedules must be provided in bi-weekly or monthly amounts. Provide sample quotes for each category quoted. The State is not responsible for any costs incurred by any party in responding to this RFP.

G. References

Provide the names, addresses, and phone numbers of past and present customers who can serve as references. References should include managers and union officials who have worked directly with the Bidder in engagements similar to the scope of the work proposed in the RFP.

H. Computer Systems

Each submission must provide a description of computer system, software or platform the Bidder will be using for registration or claims.

I. Data Security

Contractor must describe its data security protocols to protect confidential information and prevent data breaches, inclusive of procedures reflecting compliance with State of Connecticut Public Act 15-142.

J. Subcontracts

Identify the subcontractor(s), if any, to be utilized in meeting the service requirements of the RFP and a listing of the specific tasks to be assigned to the subcontractor(s).

K. Audit Work Plan

Provide a detailed written explanation of the procedures that Bidder has in place to ensure that employee identification data is verified prior to submission of a payroll deduction or any changes thereto. Additionally, submit a detailed description of audit procedures in place utilizing the outbound transmission files from Core-CT.

L. Implementation Plan

All responses should include an implementation plan including timeline for the Program.

M. Sales and Marketing

Each Bidder must provide a proposed plan for direct marketing its approved product(s) or service(s) to employees located throughout the State. On-site visits to State agencies may be available but not at all agencies, for example on-site visits are not feasible at the Department of Corrections and Department of Public Safety. Please identify samples of resources that will be dedicated to these purposes, such as links to websites, sample sales and marketing materials, template emails and letters, presentations and enrollment forms. (Note that any sales and marketing fees must be rolled into the pricing structure.)

N. Reporting

Confirm that Bidder will provide ongoing reporting as specified by OSC relative to product(s) and service(s) offered to participating State employees.

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O. Website

Each Bidder must specify and include samples of a State of CT-specific website or webpage relative to the product(s) or service(s) offered.

P. Regulatory Issues

Disclose any regulatory problems with state agency (CT or other state) Bidder experienced in the past ten years.

Q. HIPAA and Privacy

The proposal must include if there have been any HIPAA violations or PHI breaches in the past three (3) years, any procedures implemented to mitigate the risk of reoccurrence, how electronic transmissions of PHI, including any eligibility files, authorizations, reports, etc., are encrypted or sent by each format, emails, file transmissions, etc., and demonstration of compliance with applicable federal and state law.

3.9 Remittance File Layout/ Submission Requirements

Core-CT is the name given to Connecticut's HRMS (Human Resource Management System) / Financials system. Selected vendors in the Program are required to submit premium payroll deductions for their product and/or service to the Comptroller via an Inbound Interface File CTPYI470. Once a payroll deduction occurs the state prepares an Outbound Interface File CTPYOI02 for the vendor to reconcile with their systems. The vendor interface file requirements and payroll cycles can be found at: <https://www.core-ct.state.ct.us/hrint/default.aspx>

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

1. The carrier logs into the secure Core-CT Production Supplier Portal via https to download or upload files. The URL is <https://coreps.ct.gov/PSPRD/signon.html>, or
2. The carrier logs into the secure CT Axway Production Server. The URL is <https://sft.ct.gov> This Secure Transport service supports a broad set of file transfer clients and protocols including web browser access, SFTP and SSH client connectivity, or
3. The State's Core-CT system uploads or collects files from the interfacing partner's system using the SFTP protocol.

Testing Requirements

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

Vendors must report in their response to this RFP whether they were able to successfully reach the portal sign on page at: <https://coreps.ct.gov/PSPRD/signon.html> or have connected to: <https://sft.ct.gov/>

For testing purposes, the link to the TEST supplier portal is: <https://corepstpr.ct.gov/PSTPR/signon.html> and the link to the test CT Axway Server is <https://sft.stg.ct.gov>

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

3.10 Deviations and Negotiation

The VAC Chairperson shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the VAC Chairperson may reject non- conforming proposals. In addition,

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the VAC Chairperson may waive minor irregularities in proposals, allow a Bidder to correct minor irregularities, and negotiate with eligible Bidders in any manner deemed necessary or desirable to serve the best interests of the State.

4. Evaluation

4.1 Evaluation Process

It is the intent of the OSC to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful bidders, and awarding contracts, OSC will conform with its written procedures for procurements pursuant to C.G.S. § 4-217 and the State's Code of Ethics pursuant to C.G.S. § 1-79 *et seq.*

4.2 Evaluation Considerations

Proposals meeting the minimum submission requirements will be evaluated according to the established criteria. Evaluation will be made on the basis of the evaluation criteria as listed in Section 2.3 of this RFP and may include any oral presentation requested by the VAC. The criteria are the objective standards that the VAC and OSC will use to evaluate the merits of the proposals. The VAC reserves the right to recommend a Bidder for contract award based upon the Bidder's proposal without oral presentations or further discussion. However, the VAC may engage in further discussion if they determine that it may be beneficial to the State to do so. In such case, the VAC will notify those eligible Bidders with whom further discussion is desired. In addition, the VAC may permit qualified Bidders to revise their proposals by submitting best and final offers ("BAFOs") offers, if necessary.

4.3 Bidder Selection

After evaluating proposals, the VAC will submit the rankings of all proposals along with its recommendation to the State Comptroller. The final selection is at the discretion of the State Comptroller. Any Bidder selected will be promptly notified and given the opportunity to negotiate a contract with OSC. Such negotiations may, but will not automatically, result in a contract. All unsuccessful Bidders will be notified by e-mail and U.S. mail about the outcome of the evaluation and Bidder selection process. OSC reserves the right to decline to make awards if the VAC determines there are no adequate proposals.

4.4 Debriefing

Within ten (10) days of receiving notification from the OSC that a contract has been awarded, unsuccessful bidders may contact the Official Contact (Amy Cason) and request information about the evaluation and bidder selection process. The email sent date on the notification will be considered "day one" of the ten (10) day period. If unsuccessful bidders still have questions after receiving this information, they may contact the Official Contact and request a meeting with the State Comptroller's designee to discuss the evaluation process and their proposals. If held, a debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Comptroller's designee may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Comptroller will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

4.5 Appeal Process

Bidders may appeal any aspect OSC's competitive procurement, including the evaluation and bidder selection process. Any such appeal must be submitted to OSC in writing. A bidder may file an appeal at any time after the closing date, but not later than thirty (30) days after the State Comptroller notifies unsuccessful bidders about the outcome of the evaluation and bidder selection process. The email sent date on the notification will be considered "day one" of the thirty (30) day period. The filing of an appeal shall not be deemed sufficient reason for OSC to delay, suspend, cancel, or terminate the procurement process or execution of a contract.

5. GENERAL TERMS AND CONDITIONS

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

5.1 Preparation Expenses

Any expenses incurred by a bidder in preparing, submitting, or clarifying any proposal submitted in response to this RFP are their own responsibility.

5.2 Exclusion of Taxes

OSC is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Bidders are responsible for any other applicable taxes.

5.3 Proposed Costs

All proposed costs must be fixed through the entire term of the contract.

5.4 Changes to Proposal

No additions or changes to a bidder's original proposal will be allowed after submission. While changes are not permitted, OSC may request and authorize bidders to submit written clarification of their proposals, in a manner or format prescribed by OSC, and at the bidder's expense.

5.5 Supplemental Information

A bidder's supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by OSC. OSC may ask a bidder to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by OSC.

5.6 RFP Is Not an Offer

Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or OSC or confer any rights on any bidder unless and until a contract is fully executed by the necessary parties. The contract document will represent the final agreement between the bidder and OSC and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the bidder or for payment of services under the terms of the contract until the successful bidder is notified that the contract has been accepted and approved by OSC and, if required, by the Office of the Attorney General.

5.7 Rejection by the State

The State reserves the right to accept or reject any or all, in whole or in part, of proposals submitted for consideration. By responding to this RFP, applicants agree to accept the OSC's determinations as final.

5.8 Ownership of Proposals

All proposals submitted in response to this RFP are to be the sole property of the State and will be subject to the applicable Freedom of Information provisions of C.G.S. §1-200 *et seq.* In addition to the completed response, any bidder that submits matter that it in good faith determines to contain trade secrets or confidential commercial or financial information must mark such materials as "Confidential" or "Proprietary" as discussed in Section 3.5 of this RFP.

5.9 Stability of Proposed Prices

Any price offerings from bidders must be valid for a period of one hundred eighty (180) days from the due date of the bidder proposals.

State of Connecticut Supplemental Benefits RFP

5.10 Rejection for Default or Misrepresentation

The State reserves the right to reject the proposal of any Contractor that is in default on any prior contract or for misrepresentation.

5.11 Collusion

By responding to this RFP, the bidder implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP and is in all respects fair and without collusion or fraud. It is further implied that the bidder did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no OSC representative or employee participated directly or indirectly in the bidder's proposal preparation.

5.12 Final Agreement

The contract negotiated by a successful Bidder will represent the final agreement between the bidder and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The contract may only be amended by means of a written signed agreement by the Office of the State Comptroller, the bidder, and the Office of the Attorney General, if required.

5.13 Standard Contract

By submitting a proposal in response to this RFP, the bidder implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, those detailed in the State's "standard contract" a copy of which is attached to this RFP as **Attachment B**.

Attachment A

Fill-in Forms Information for the SP-26NB and W-9 Forms

Overview

There is no verification of the information you enter. You are responsible for entering all information. Some information must be handwritten on the form.

Software Requirements

To view, complete and print the following fill-in PDF forms, you will need the freely available [Adobe Reader](#) software installed on your computer.

Adobe Reader


Adobe PDF files are a means to distribute publications and other information. To fill-in, download and print a PDF file, you will need to have the Adobe Reader software installed. You can download the latest version of Adobe Reader FREE from the [Adobe Reader download page](#) on Adobe's Web site.



Completing the form on your PC

When positioning the cursor on a fill-in area, the cursor will change appearance.

The **I-beam pointer**  allows you to type text.

The **hand pointer**  allows you to select a check box or button.
Enter the appropriate data in each box or field.

To move from one field to the next, press the Tab key.

You can also use your mouse to move your cursor from field to field. Place your cursor in the field you want to fill in, then left-click.

Some fields limit the maximum number of characters you can enter and may automatically advance to the next field.

For additional help with fill-in forms, see the Adobe Reader's on-line help information at:
<http://www.adobe.com/support/reader/>

Saving a Form

When saving a file, be sure to use the Save function of Adobe Reader rather than the web browser's save.

Printing a Form

When printing Adobe PDF files from within your web browser, whether you are printing a blank form or printing a form after filling it in from your PC, use the print button at the left end of the special Adobe Acrobat tool bar, which appears immediately above the viewing window.

THIS PAGE IS FOR INFORMATION ONLY AND DOES NOT NEED TO BE PRINTED NOR SUBMITTED WITH THE FOLLOWING FORMS.

SP-26NB-IPDF Rev. 4/10

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Attachment B

Agreement By and Between The Office of the State Comptroller And XXXX

This Agreement (“Agreement” or “Contract”) is made and entered into by and between the State of Connecticut by and through the Office of the State Comptroller (“Comptroller,” “Office” or “OSC”) pursuant to Section 3-112 of the Connecticut General Statutes and XXX (“Contractor”).

SECTION 1

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- **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.
- **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 Department 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.
- **Confidential Information Breach:** 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.
- **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.
- **Goods:** All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment.
- **Goods or Services:** Goods, Services or both.
- **Perform:** For purposes of this Contract, the verb “to perform” and the Contractor’s performance

set forth in this Contract are referred to as “Perform,” “Performance” and other capitalized variations of the term.

- **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.
- **Services:** The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- **Solicitation:** A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quote.
- **State:** The State of Connecticut, including the Office and any office, department, board, council, commission, institution or other agency or entity of the State.
- **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.

SECTION 2

CONTRACT PERIOD

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

SECTION 3

NOTICE OF CHANGE AND TERMINATION

Unless otherwise expressly provided to the contrary, any notice provided under this Agreement shall be in writing and shall be delivered personally, electronically, by recognized overnight courier service, or by certified or registered mail to the following addresses:

Comptroller:

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

Contractor:

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

Notwithstanding any provisions in this Contract, the Office, through a duly authorized employee, may Terminate the Contract whenever the Office makes a written determination that such Termination is in the best interests of the State. The Office 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.

Notwithstanding any provisions in this Contract, the Office, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

The Office 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 Office for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Office, 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 Office all Records. The Records are deemed to be the property of the Office and the Contractor shall deliver them to the Office no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Office for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

Upon receipt of a written notice of Termination from the Office, the Contractor shall cease operations as the Office directs in the notice, and take all actions that are necessary or appropriate, or that the Office may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Office 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.

The Office shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Office in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. The Contractor, however, is not entitled to receive, and the Office is not obligated to tender to the Contractor, any payments for anticipated or lost profits. Upon request by the Office, the Contractor shall assign to the Office, or any replacement contractor which the Office designates, all subcontracts, purchase orders and other commitments, deliver to the Office all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Office may request.

For breach or violation of any of the provisions in the section concerning representations and warranties, the Office may Terminate the 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 or Contractor Parties or any third party.

Upon Termination of the 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 the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Office.

SECTION 4

SPECIFICATION OF SERVICES

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

Scope of Services

XXXXXX

SECTION 5

PAYMENT SCHEDULE; STATEMENT OF PAYMENTS.

XXXXXXX

The maximum payable under this contract shall be XX. Such payments shall be made [ON WHAT FREQUENCY] by the OSC to Contractor upon successful completion of monthly and quarterly deliverables as stated in Section Three, as determined by the OSC. Contractor shall submit invoices in arrears. Invoices shall include the Contractor name, the Contract Number, Contractor's Federal Employer Identification Number ("FEIN"), monthly and quarterly deliverables completed, and the billing period.

SECTION 6

OTHER CONDITIONS

A. Entire Agreement.

This Agreement embodies the entire agreement between the Comptroller and the Contractor on matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments or modifications of any terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties, and, where applicable, approved by the Office of the Attorney General. The Contractor's proposal response was used as determinative in the request for proposal process that resulted in this Agreement.

In accordance with Section 4d-31 of the Connecticut General Statutes, this Agreement is deemed to have incorporated within it, and Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by Contractor, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

B. Independent Contractor.

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all its subcontractors.

In accordance with Section 4d-32 of the Connecticut General Statutes, Contractor shall not award a subcontract for work under this Agreement without having first obtained the written approval of the

Commissioner of Administrative Services ("DAS") or such designee of the selection of the subcontractor and of the provisions of the subcontract.

Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the Comptroller hereunder do not in any way conflict with other contractual commitments with or by the Contractor. If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the Comptroller, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

C. Laws and Regulations; Forum; Choice of Law; Conflict of Laws; Venue.

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.

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

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

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

D. Labor and Personnel.

At all times, Contractor shall utilize approved, qualified personnel and any Comptroller-approved subcontractors necessary to perform the services under this Agreement. Both the Contractor and any and all subcontractors shall not perform any services under this contract outside of the United States.

State Business-Related Call Center & Customer Service Work. Should the Contractor or any subcontractors perform any call center services to the state, such state business-related call center and customer service work must be performed by state contractors or other agents or subcontractors entirely within this state, except that, if any such contractor, other agent or subcontractor performs work outside

this state and adds customer service employees who will perform work pursuant to such new contracts or agreements, such new employees shall immediately be employed within this state, in compliance with Section 31-57aa of the Connecticut General Statutes, as amended.

Contractor shall advise the Comptroller promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The Comptroller may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Comptroller to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the Comptroller for any economic detriment caused the Comptroller by such subcontract arrangement.

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

E. Conflicts, Errors, Omissions, and Discrepancies.

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

F. Liability and Indemnity; Indemnification.

1. 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.
2. 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.
3. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
4. The Contractor's duties under this section shall remain fully in effect and binding in accordance

with the terms and conditions of the 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.

5. 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 Office prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Office. The Office shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Office or the State is contributorily negligent.
6. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
7. The Contractor shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the Contractor arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the Attorney General or its designee.

G. Nondisclosure.

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the Comptroller.

H. Quality Surveillance, Examination of Records, Audits; Continuity of Services; Inspection of Plants, Places of Business & Records.

- a. In accordance with Section 4e-29 of the Connecticut General Statutes, 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 in compliance with Section 2-90 and Section 4e-72 of the Connecticut General Statutes. 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, in accordance with Section 4e-30a of the Connecticut General Statutes.
- 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 set off 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. In accordance with Section 4e-30(a) of the Connecticut General Statutes, the Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration

or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- f. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- h. Pursuant to Section 4e-30(b) of the Connecticut General Statutes, if the Contractor enters into an amendment to the Contract or subcontract that extends the terms of the Contract or such subcontract, the amendment shall be deemed a new and separate negotiated contract. All records related to the performance of such amendment shall be subject to the record maintenance requirements set forth in Section H(e) of this Contract.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Audit Clause for State Grants. In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the Comptroller, in accordance with the provisions of Section 7-396a of the Connecticut General Statutes. Pursuant to this state statute, any agreement for a state grant entered into between a state agency and a public or private agency shall provide for an audit acceptable to such state agency of any grant expenditures made by such public or private agency and, unless otherwise provided by the state agency, the cost of such audit may be considered an allowable expense under such grant agreement. The Auditors of Public Accounts shall have access to all records and accounts of such public or private agency for the fiscal year in which such grant is made. A copy of any audit performed under the provisions of this section shall be filed with the Auditors of Public Accounts. In the case of an agreement for a state grant entered into between a state agency and a public or private agency where the state agency has received funding for such grant from the federal government, the cost of any required audit shall be considered an allowable expense under such grant agreement, provided the cost of such audit is an allowable expense under the federal grant regulations.

I. Insurance.

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in Contractor's possession or in transit, or while in the OSC's possession prior to the OSC's Acceptance, except when such loss or damage is due directly to the OSC's negligence or intentional misconduct. Nothing in this section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

Before commencing Performance, throughout the Term and during the time that any provisions survive the Term, the Contractor shall obtain and maintain at its sole cost and expense, the insurance required by this section, including but not limited to, premiums, taxes, audits, commissions, policy deductibles and self-insured retentions. The Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Connecticut and having a rating of A-, Class VII or better, in

the most recently published edition of A.M. Best's Insurance Reports. The Contractor's insurance policies shall be primary (including primary, excess and umbrella) and non-contributory with respect to any other insurance or self-insurance maintained by or available to the State. All insurance coverage shall be written on an occurrence basis as opposed to a "claims made" basis with the exception of Professional Liability, if applicable, as specified in the Contract. Any failure of Contractor to comply with the claim reporting provisions of its policies shall not affect coverage provided to the State.

Contractor shall provide to the State: (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to the OSC all in electronic format acceptable to the OSC prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these three (3) documents to the OSC. Contractor shall provide an annual electronic update of the three (3) documents to the OSC on or before each anniversary of the Effective Date during the Term, including each anniversary after the Term for policies requiring continuous coverage or an extended reporting period specified in this section. The State retains the right to request certified copies of required policies at any time. Contractor's insurance shall not be permitted to expire, be suspended, be cancelled or be materially changed for any reason without thirty (30) days prior written notice to the State.

If the Contractor maintains broader coverage or higher limits than specified in the Contract, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. The Contractor agrees to waive its right of recovery or subrogation against the State and shall obtain any endorsement necessary to affect this waiver of subrogation endorsement from their insurer(s). If applicable, all tiers of Contractor's sub-contractors shall maintain insurance in like form and amounts, including the additional insured requirements and provide certificates of insurance and applicable endorsements to the Contractor prior to the start of the sub-contractor's work.

Acceptance by the OSC of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising, directly or indirectly, out of this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or which result from non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, nor shall they be construed to limit or eliminate the liability of the Contractor. Contractor's failure to cooperate and/or comply with any provision of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the State for losses which otherwise would have been covered by these policies. Failure to comply with any of the indemnification or insurance requirements herein may be held a willful violation and serve as the basis for immediate termination of the Contract. The State retains the option to maintain the insurance coverage and charge the expense to the Contractor, withhold payment for Performance or terminate the Contract.

Commercial General Liability

\$1,000,000 combined single limit per occurrence / \$2,000,000 annual aggregate for bodily injury and property damage. Coverage shall include, personal & advertising injury, premises and operations, independent contractors, products and completed operations, contractual liability and broad form property damage 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. Contractor shall continue to provide products/completed operations coverage for two (2) years after the Term and during the time that any provisions survive the Term. This coverage shall include liability arising out of work or operations performed by or on behalf of the Contractor. The Contractor shall cause the State and its officers, agents and employees to be named as an additional insured on the policy and amend any Insured vs. Insured language to eliminate any conflicts or coverage restrictions between the respective insureds.

Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the Performance, then only hired and non-owned coverage is required. If a vehicle is not used in the Performance, then automobile coverage is not required.

Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the State of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$500,000 for each accident, \$500,000 for disease, and \$500,000 for each employee, per policy period.

Excess / Umbrella Liability

\$2,000,000 per occurrence, following form. Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

Professional Liability

\$10,000,000 per claim and annual aggregate, during the Term, and Contractor shall maintain continuous coverage or obtain an extended reporting period for a period of three (3) years thereafter. The policy retroactive date must be on or before the start of work under the Contract. The policy definition of "Professional Services" shall include the services required in the scope of this Contract.

Information Security Privacy/Cyber Security Liability

\$1,000,000 per occurrence or claim/ \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, release of Confidential Information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

J. Promotion.

Unless specifically authorized in writing by the Comptroller, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, the seal of the Comptroller, or the seal of the State:

1. In any advertising, publicity, promotion; nor

2. To express or imply any endorsement of the Contractor's products or services; nor
3. To use the names of the Comptroller, its officials or employees or the Comptroller seal or State's seal in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above), except as only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted by the Comptroller, provided however, the use of the State seal shall require specific and express permission from the Secretary of the State.

K. Protection of Confidential Information, Ownership Breach, Data Security Breach.

All data provided to Contractor by the Comptroller or developed internally by Contractor regarding the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary or authorizes the release of such information prior to such release. Contractor agrees to comply with Section 4e-70 of the Connecticut General Statutes to forever hold in confidence and protect from confidential information breach all files, records, documents, or other information as designated, whether prepared by the Comptroller or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that so required. Where such disclosure is required, Contractor will provide advance notice to the Comptroller of the need for the disclosure and will not disclose absent consent from the Comptroller. The Contractor's responsibilities pursuant to Section 4e-70 shall not be construed to supersede a contractor's P.L. 104-191 (Health Insurance Portability and Accountability Act) obligations.

Data Security Breach; Protection of Confidential Information.

- a. The 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 Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Office 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 Department of Administrative Services, the Office 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 Office, 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 the Health Insurance Portability and Accountability Act or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

Breach

a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Office may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Office determines that the Contractor has committed a Breach, then the Office may require the Contractor to, and Contractor shall, prepare and submit to the Office a CAP in connection with the identified Breach. Contractor shall provide in the Corrective Action Plan ("CAP") a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Office within (10) Business Days following the Office's request for the CAP for the Office's review and approval. Within (10) Business Days of receiving the CAP, the Office must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Office fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Office's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Office will approve the CAP when the Contractor re-submits it to the Office for review and approval. If the Office rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Office accepts a CAP, (2) the Office waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Office waives the Breach, or (5) the Office makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.

c. If the Office determines that the Contractor has Breached this Contract, then the Office may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Office notifies Contractor in writing prior to the date that the payment would have been due.

d. For purposes of the Office determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Office considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.

f. Notwithstanding any provisions in this Contract, the Office may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Office will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

Representations & Warranties

The Contractor represents and warrants to the OSC, for itself and for the Contractor Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:

- A. Contractor is duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of the Agreement and have the power and authority to execute, deliver and perform its obligations under the Agreement;
- B. Contractor will comply with all State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Code of Ethics;
- C. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provisions of law; (2) any order of any court of the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- D. No employee of Contractor is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- E. As applicable, Contractor has not to the best of its knowledge, information and belief, within the

three years preceding the Agreement, in any of Contractor's current or former jobs, been convicted of, or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- F. Contractor is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- G. Contractor has not within the last three years preceding the Agreement had one or more contracts with any governmental entity terminated for cause;
- H. Contractor has not improperly or illegally paid or agreed to pay any entity or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the terms of the Agreement;
- I. To the best of its knowledge, there are no Claims, as defined in the Indemnification section of this Agreement, involving the Contractor that might reasonably be expected to materially adversely affect its business, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- J. Contractor shall disclose, to the best of its knowledge, to the Authority, in writing, any Claims involving them that might reasonably be expected to materially adversely affect their business, operations, assets, properties, financial stability, business prospects, or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware of any such Claims;
- K. Contractor's participation in the RFP is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- L. Contractor has paid all applicable worker's compensation second injury fund assessments concerning all previous work done in Connecticut;
- M. Contractor owes no past due unemployment compensation contributions;
- N. Contractor is not delinquent in the payment of any taxes owed the State of Connecticut;
- O. Contractor shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The Contractor shall keep all confidential and privileged records, as defined, in secured areas and shall take reasonable precautions to protect the records from dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access;
- P. During this Agreement, the Contractor shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the Authority or create an appearance of impropriety as determined under applicable legal ethics standards; and
- Q. The Contractor will not knowingly enter into or retain any business relationships or enterprise in which an Authority member holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the OSC.

Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Section 12-411b of the Connecticut General Statutes, as follows:

- 1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in

Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

2. The Contractor and its Affiliates shall collect the use tax only on items that are subject to the six and thirty-five-hundredths per cent rate of tax.
3. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
4. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
5. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
6. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
7. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the Connecticut General Statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
8. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

L. Subpoenas.

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

M. Survival.

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

N. Sovereign Immunity.

The parties acknowledge and agree that nothing in the Solicitation or 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.

O. Assignment.

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

P. Severability.

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

Q. Headings.

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

R. Third Parties.

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

S. Non Waiver.

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

T. Contractor Certification.

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

SECTION 7

STATUTORY AND REGULATORY COMPLIANCE AND ADDITIONAL CONDITIONS

Health Insurance Portability and Accountability Act.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to

HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The Client Office is a “covered entity” as that term is defined as in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Office, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Client Office agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions

- (1) “Breach” shall have the same meaning as the term is defined in Section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
- (2) Business Associate” shall mean the Contractor
- (3) “Covered Entity” shall mean the Client Office.
- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in Section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

- (g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section

13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with Subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and Section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
 - (14) In the event that an Individual requests that the Business Associate (A) restrict disclosures of PHI; (B) provide an accounting of disclosures of the Individual's PHI; (C) provide a copy of the Individual's PHI in an Electronic Health Record; or (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the Individual, except for the purposes provided under Section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this Section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered

discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

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

- i. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
- ii. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
- iii. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
- iv. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
- v. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

(D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

(E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

(F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its

website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.

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

(h) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use

and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

(1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:

- (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with Section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This Section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) **Amendment.** The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended)
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

1. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Office may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of

the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

E. Nondiscrimination and Affirmative Action Provisions; Nondiscrimination Certification.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in Subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Section 1-267 of the Connecticut General Statutes, (3) the federal

government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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:

F. Freedom of Information.

1. Contractor acknowledges that the Office must comply with the Freedom of Information Act pursuant to Connecticut General Statutes §§1-200 et seq. ("FOI") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by Connecticut General Statutes §1-210(b).

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

G. Whistleblower Statutes.

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.

Pursuant to Subsection (e)(2)(A) of such statute, an employee of the Contractor may file a complaint against the Contractor with the Chief Human Rights Referee designated under Section 26a-57 of the Connecticut General Statutes, not later than ninety days after learning of the specific incident giving rise to a claim that a personnel action has been taken or occurred.

In accordance with Subsection (e)(5), the affected Agency or Contractor may bring a civil action in the Superior Court for the Judicial District of Hartford against an officer or employee of the State, officer or Employee of the Constructor, that takes or threatens to take any action to impede, fail to renew, or cancel a contract between the Agency and Contractor in retaliation for the disclosure of information pursuant to subsection (a) of this statute

H. 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 Office'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.

I. Campaign Contribution Restriction.

The Contractor and its principals shall not make a contribution to or knowingly solicit contributions from the Contractor's employees or from a subcontractor or principals of a subcontractor to the listed committees or candidates in Sections 9-612(f)(2)(A) and 9-612(f)(2)(B). Any principal of the Contractor shall certify that neither the Contractor or its principals have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of Sections 9-612(f)(2)(A) and 9-612(f)(2)(B), without mitigating circumstances having been found to exist concerning such violation.

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 expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

J. 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 with a value of \$50,000 or more, represents:

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

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

If the Contractor does not agree to the representations required under such Section, the Contractor shall be rejected and the Agency shall award the contract to the next highest ranked proposer, next lowest responsible qualified bidder, or seek new proposals.

K. Large State Contract Representation for Official or Employee of State Office.

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.

L. Iran Energy Investment 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.

M. 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.

If such consulting agreement has been entered into, such representation shall include or attach the following: the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such representation shall indicate his or her former agency and the date such employment terminated.

"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.

If the Contractor refuses to agree to the representations required under such Section, the Contractor shall be rejected and the Agency shall award the contract to the next highest ranked vendor, next lowest responsible qualified bidder, or seek new proposals.

Start Date	End Date	Cost
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Description of Services Provided:

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

N. Access to Contract Data and Office Data; Compliance With Laws Concerning Consumer Data Privacy & Online Monitoring. In accordance with Section 4e-72 of the Connecticut General Statutes, the Contractor shall provide to the Office access to any data, as defined in Connecticut General Statutes §§ 2-90 and §4e-1, concerning the Contract and the Office that are in the possession or control of the Contractor upon demand and shall provide the data to the Office in a format prescribed by the Office and the State Auditors of Public Accounts at no additional cost. The Office shall keep such data in the form required by the State Auditors and shall provide this data to them and their agents upon demand, in accordance with Section 2-90(g) of the Connecticut General Statutes. The Office may not deny the State Auditors access to this data. Pursuant to section 4e-72a of the Connecticut General Statutes, 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.

O. Summary of State Ethics Laws; Contractor Representation Concerning Code of Ethics.

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, such 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.

SIGNATURES AND APPROVAL

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

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

[CONTRACTOR NAME]

Office of the State Comptroller

By_____

By_____

[NAME OF CONTRACTOR, TITLE]

Comptroller

Date_____

Date_____

Connecticut Attorney General (Approved as to form)

Approved as to form:

Signature

Date:_____