



STATE OF CONNECTICUT
OFFICE OF HEALTH STRATEGY

REQUEST FOR PROPOSALS(RFP)

**Health Care Cost Growth and Quality Benchmarks
and Primary Care Spend Target
Consulting Services**

The Office of Health Strategy (“OHS” or “Office”) is seeking one or more contractors to provide OHS with expertise in meeting facilitation, stakeholder engagement, health economics, actuarial modeling, and analytics services to develop Connecticut’s first health care cost growth benchmarks, primary care spending targets and quality benchmarks;

[EXECUTIVE ORDER No. 5](#)

On January 22, 2020, Governor Ned Lamont signed Executive Order No. 5 which, in relevant part, orders the following:

1. The Executive Director of OHS, consistent with her statutory authority, shall monitor health care spending growth across all public and private payers and populations in Connecticut, report annually to the Governor on such growth, and, by December 2020, develop annual health care cost growth benchmarks.
2. The Executive Director of OHS shall develop such initial annual benchmarks for calendar years 2021 through 2025.
3. The Executive Director, pursuant to her statutory authority under CGS Section 4-8, shall convene a Connecticut Cost Benchmark Technical Advisory Board to assist her in developing such benchmarks. The members of that Technical Advisory Board shall be named within the next thirty days and include the Secretary of the Office of Policy and Management and the Commissioners of the Department of Social Services and the Insurance Department, or their designees, and representatives of health care stakeholders.
4. Such health care cost benchmarks shall be based on total health care expenditures, defined as the per capita sum of all health care expenditures in this state from public and private sources for a given calendar year.
5. Such health care cost growth benchmarks shall account for current primary care spending and set targets within each annual benchmark for increased primary care spending as a percentage of total health care expenditures to reach a target of 10% by calendar year 2025.

6. To ensure the maintenance and improvement of healthcare quality, the Executive Director of OHS, with the input and assistance of the Commissioners of the Department of Social Services, the Department of Public Health, and the Insurance Department, shall use the existing OHS Quality Council to assist in the development of quality benchmarks across all public and private payers beginning in calendar year 2022. Such quality benchmarks may include clinical quality measures, under- and over-utilization measures, and patient safety measures.

Benchmarks and primary care spending targets must account for the significant health care disparities in access and outcomes in Connecticut and should ensure that development of such benchmarks aims toward elimination in such disparities.

The creation of health care cost growth benchmarks and primary care spending targets is expected to rely in part on data available at OHS, through health insurance rate filings, and other private and public data as available to OHS via payers. The contractor(s) will conduct a gap analysis to determine what, if any, additional data is necessary for modeling and ongoing monitoring of health care cost growth.

The State may modify the RFP prior to the deadline for submittals by issuance of an electronic addendum on following website:

https://biznet.ct.gov/SCP_Search/

Applicable Dates:

Request for Proposals Release Date	February 7, 2020
Deadline for Respondent Questions	February 14, 2020
Deadline for Answers to Questions	February 18, 2020
Application Due Date	February 21, 2020
Anticipated Issuance of Notice of Award	February 28, 2020
Anticipated Period of Performance	March 2, 2020 to February 28, 2022

One or more contractors may be awarded contracts under this scope of work. Contractors may submit proposals on one or more of the service areas, as detailed in Section 2, sought under this scope of work. Contractors may also submit proposals that indicate an intention to subcontract for one or more of the service areas sought under this scope of work. As discussed below, such proposals must a) clearly identify any services required under this proposal that the Contractor intends to subcontract, b) demonstrate how the Contractor will coordinate the activities of any such subcontractors within the Project's scope and c) acknowledge that any such subcontractors are subject to the same requirements and restrictions as the Contractor.

1. INTRODUCTION AND BACKGROUND

The Office of Health Strategy was established by the Connecticut General Assembly in 2018. The mission of the Office is to implement comprehensive, data driven strategies that promote equal access to high quality health care, control costs and ensure better health for the people of Connecticut. Under section 19a-754a (and other sections of the general statutes), the Office is charged with, among other duties:

- (1) Developing and implementing a comprehensive and cohesive health care vision for the state, including, but not limited to, a coordinated state health care cost containment strategy;
- (2) Promoting effective health planning and the provision of quality health care in the state in a manner that ensures availability of and improved access to cost-effective health care services for all state residents;
- (3) Directing and overseeing the State Innovation Model Initiative and related successor initiatives;
- (4) Coordinating the state's health information technology initiatives, administration of the all-payer claims database program, establishing and maintaining a consumer health information web site, designating a health information technology Officer; and
- (5) Directing and overseeing the Health Systems Planning Unit.

OHS develops health policy that improves health outcomes and limits health care cost growth across all sectors, whether private or public, including hospitals, physicians, clinical services, prescription drugs and medical devices and supplies. Creation of this Office brought together critical data sets and health information exchange efforts and allows for collaboration with many stakeholders, including state agency partners. Working with comprehensive data and experts from inside and outside government, OHS will develop and support state-led multi-payer health care payment and service delivery reforms.

The rate of growth of health care costs outpaces the rate of growth of consumer incomes at a pace that continues to compromise the ability of individual consumers and businesses to afford health care coverage and services. Connecticut is not an exception. However, health care costs in Connecticut continue to rise at a pace that exceeds the average rate of growth of costs across the country. These expenditures crowd out other priorities for families, employers, and the state. Health care costs and growth generally can impact the desirability of Connecticut as a business location and impact the state budget.

A 2019 [study](#) by the Robert Graham Center found that Connecticut spends the least of any state in the United States on a per capita basis on primary care as a percentage of health care expenditures in one definition and is in the middle of the pack using a broader definition. The study also found that in Connecticut, using the narrow definition, Medicaid primary care

spending as a percentage of health care expenditure is 5.4% and higher than commercial payers' (3.6%) and Medicare's (2.1%). The narrow definition excludes office-based and outpatient visits to obstetrics and gynecology, nurse practitioners, physician assistance and behavioral health services

Further, Connecticut continues to rate well in most national reports on health care, yet such reports continue to mask significant health disparities across the state. In particular, a [2020 Connecticut Health Foundation report](#) found disparities such as: newborn black babies are four times more likely to die within a year of birth compared to their white peers; black residents are four times more likely to have a diabetes-related lower extremity amputation and twice more likely to die from diabetes as their white peers; black and Hispanic children and teens are five and one-half and four and one-half times, respectively, more likely than their white peers to visit the emergency department because of asthma; and black men are more likely than white men to die from prostate cancer. Additionally, a [2019 Kaiser Health News quality report](#) indicates that all but one hospital in Connecticut were penalized by the Centers for Medicare and Medicaid Services for thirty-day readmissions. Connecticut's health care quality must improve across clinical quality measures and other measures of low-value care and patient safety.

2. SCOPE OF WORK

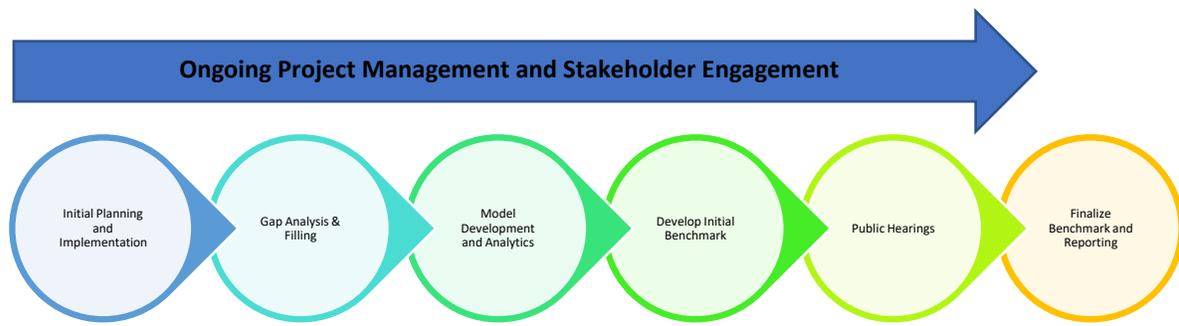
OHS is seeking subject matter expertise to assist with project management, stakeholder engagement, the prediction and modeling of health care costs and growth, including developing the methodology and evidentiary support for annual health care cost growth benchmarks, and primary care spending across all sectors of the state. Services must also include health economics and actuarial modeling expertise. OHS is also seeking support for the development of quality benchmarks as described in Executive Order.

To undertake this work, OHS requires contractor(s) with demonstrated skill and experience in the following **Service Areas**:

- 1) Health policy project management, including the development of, or assistance developing, required reports and other documentation related to the Project,
- 2) Actuarial and health economic services,
- 3) Data analytic services, including but not limited to:
 - a. Data gap analysis,
 - b. Health care cost growth modelling:
 - i. By public and private payers and providers across all populations by health care sector, accounting for underlying contributors to cost, such as pharmaceutical, device manufacturer and administrative costs,
 - ii. Development, with evidentiary justification, of cost growth benchmarks and primary care spending targets,
 - iii. Development of a methodology for data collection to support the monitoring of entities against the benchmarks and targets.
- 4) Stakeholder engagement and meeting facilitation.

Prospective contractor(s) should familiarize themselves with existing data resources available within OHS listed in the [OHS data compendium](#), including the All-Payer Claims database, Hospital Discharge data, financial stability and other reports available at <https://portal.ct.gov/ohs>. A prospective contractor also should demonstrate their familiarity with the work of the [OHS Quality Council](#) on clinical quality measure alignment and other resources/measures of health care quality, including measures used in public and private payer value-based contracts, measures of low-value care and under-utilization, and patient safety measures, and CT public health measures set forth in the most current State Health Improvement Plan, available at [CT Department of Public Health](#).

OHS needs support from experienced, multi-faceted contractor(s) for an initial contract term of two years, with possible extension, for the following:



2.1 Project Planning and Implementation

- A. Provide consulting services for project planning, initiation, and implementation
- B. Create a detailed project strategy and implementation plan to meet the timelines of Executive Order #5
- C. Review the health care cost growth benchmark initiatives undertaken or being undertaken by other states, such as Massachusetts, Delaware, Rhode Island, and Oregon
- D. Be present and available for meetings and conference calls with OHS staff and leadership during the development and implementation process for the health care cost growth benchmark
- E. Conduct research and analysis necessary to complete all related components of this scope of work
- F. Develop a manual and instructions related to this program as well as draft policies suitable for regulation;

2.2 Data Gap Analysis and Gap Filling

- A. Within the first two months of execution of a contract, inventory and analyze all available data sources, conduct a gap analysis to determine any additional data necessary for

modeling and ongoing monitoring of health care cost growth, primary care spending and quality measures for developing quality benchmarks

- B. Recommend an effective collection mechanism for filling any identified gaps necessary for the successful implementation and ongoing management of health care cost growth, primary care spending and quality benchmarks for Connecticut
- C. Make recommendations to OHS regarding additional data resources needed, assistance in data collection and the analysis of such additional data on an ongoing basis.

2.3 Modeling and Analytics

- A. Develop model(s) for Connecticut's annual health care cost growth benchmarks, and identify measurable market factors needed to require modifying the target health care cost growth benchmarks, by how much and frequency
- B. Provide data analytics services that provide insight into the cost drivers and help to identify and/or support solutions for achieving and maintaining benchmarks and targets
- C. Identify other alternative modeling, calculations considered, and explanation(s) of why the chosen modeling strategy is determined to be the most accurate and reasonable for Connecticut and OHS's stated purposes
- D. Ensure the model accounts for current primary care spending and set targets within each annual benchmark for increased primary care spending as a percentage of total health care expenditures to reach the targeted rate by 2025;
- E. Perform tasks related to the development of quality benchmarks for CY 2022 with the OHS Quality Council.

2.4 Advisory Committee and Stakeholder Engagement

- A. Assist OHS to establish and maintain a Connecticut Cost Growth Benchmark Technical Advisory Board and create a detailed strategic plan for the Technical Advisory Team's role and charge.
- B. Create an overall stakeholder engagement plan and seek OHS approval for such plan;
- C. Provide and present to OHS staff and leadership, the Technical Advisory Board, the Health Care Cabinet and/or any other related advisory committees, bodies or working groups, if required, the strategy, the related calculations, assumptions, underlying factors considered and expert interpretation of such actuarial modeling
- D. Facilitate meetings of the Technical Advisory Board and other stakeholder groups, including the development of presentations and meeting minutes
- E. Address any feedback related to the information presented and identify, track and resolve issues which arise.

2.5 Assist with the Implementation of Benchmark

- A. Perform or assist in the performance of data collection and analysis upon implementation of the benchmark

- B. Develop plan and methodology to identify entities outside of benchmarks set for cost growth, primary care spending target
- C. Design mechanisms for interacting with payers and providers that exceed the established benchmark
- D. Identify the significant factors/components of a performance improvement plans to control cost growth
- E. Make recommendations for modification of health care cost growth benchmark or primary care spending targets based on data analysis, economic factors or other factors that might impact subsequent benchmarks.

2.6 Hearings

- A. Assist OHS to hold public hearing(s) to facilitate the engagement and participation of a broad spectrum of stakeholders to provide data, information and testimony regarding the target benchmark and/or to propose modification(s)
- B. Analyze and make recommendations to OHS based on information provided at such hearings.

2.7 Subsequent to Initial Setting of Benchmarks

- A. Develop an initial Cost Trends report; and
- C. Develop reporting templates for annual reports issued with the cost, primary care and quality benchmarks/targets.

3. APPLICATION DETAILS

3.1 Submission Instructions

This Request for Proposals serves as the application package and contains all the instructions to enable a potential Respondent to apply.

Responses will be due no later than **3:00 p.m. EST on February 21, 2020**. Responses received later than the date and time specified will not be accepted. OHS assumes no responsibility or liability for late delivery or receipt of responses.

OHS will respond to all questions in one or more official addenda that will be posted to the Department of Administrative Services (DAS) website: https://biznet.ct.gov/SCP_Search/

3.2 Schedule

The RFP Process will proceed according to the following anticipated schedule:

2/7/2020	RFP release date
2/14/2020	Deadline for all questions and clarification inquiries, submitted via email to Demian Fontanella, General Counsel at demian.fontanella@ct.gov

2/18/2020	Deadline for all answers to Respondents' questions
2/21/2020	Responses due by 3:00 p.m. via email to Demian Fontanella, General Counsel at demian.fontanella@ct.gov
2/28/2020	Anticipated Notice of Award
3/1/2020 – 2/28/2022	Anticipated Period of Performance

3.3 Respondent's Questions

Questions regarding this RFP must be submitted by electronic mail to ohs@ct.gov with the following Subject Line: Questions – Cost Growth Benchmark RFP. All questions must be received by **12:00 p.m. EST on February 14, 2020**. Questions received after the initial deadline may be reviewed and answered at a later time at the discretion of OHS.

3.4 Format Requirements

All responses must be submitted in MS Word or .pdf format, with Calibri 11-point font, and with 1" margins, with exception of the Budget, which should be submitted in Excel format.

3.5 Application Content

PROPOSAL FACE SHEET:

See Attachment A

TRANSMITTAL LETTER (2 pages single spaced):

A written statement that address the following:

- That the Respondent accepts without qualification:
 - Assurances and Acceptance (See Attachment B)
 - All Mandatory Terms and Conditions (See Attachment C)
- A brief statement specifying which Service Area(s) the Respondent is applying for, and that outlines its experience and qualifications to undertake all or specific categories under the Scope of Work, as may be related to the Service Area(s) Respondent is applying for;
 - Respondents applying for a portion of the Service Areas detailed in Section 2 must also discuss:
 - How it proposes to collaborate with other Respondents awarded a contract for other Service Area(s) under this project,
 - Examples of its experience with similar collaborations.
- A statement that any submitted response and cost shall remain valid for one hundred twenty (120) days after the proposed due date or until the contract is approved, whichever comes first; and
- Evidence of Qualified Entity: The Respondent shall provide written assurance to the OHS from its legal counsel that it is qualified to conduct business in Connecticut and is not prohibited

by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under any resultant contract.

- **Sanction – Disclosure:** The Respondent shall provide a statement that attests that no sanction, penalty or compliance action has been imposed on the Respondent within three years immediately preceding the date of this RFP. If the Respondent proposes the use of a subcontractor, each proposed subcontractor must provide the same statement.
- **Small, Minority or Women's Business Enterprise:** Section 32-9e of the Connecticut General Statutes, superseded by Section 4a-60g sets forth the requirements of each executive branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five (25%) of the average total of all contracts let for each of the three previous fiscal years must be set aside. The OHS requires that the resultant Contractor make a "good-faith effort" to set aside a portion of this contract for a small, minority or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective Respondents may obtain a list of bidders certified to participate in the Set-Aside program by contacting the Department of Administrative Services at the DAS website.

PROJECT ABSTRACT (1 paragraph)

A succinct description of the proposal, how the funds will be used, and the projected impact.

PROJECT NARRATIVE (2 pages)

The Project Narrative should address how the Respondent will carry out the required components of the Service Area. The Respondent should organize the narrative in the following bolded sections:

1. Overall project

- a. Describe the Respondent's perspective on the work envisioned in this RFP. What is the Respondent's overall model and approach?
- b. Describe how the work will be organized and managed.

2. Proposed Approach

- a. Describe the Respondent's strategy for delivering on each of the Service Areas outlined in Section 2.
- b. Describe the activities the Respondent will undertake to complete the scope of work.
- c. Describe the tools, methods, and subject matter expertise that will be leveraged.
- d. Describe the amount of time spent on site. Describe how much time will be spent using other modes of engagement such as video conference or webinar.

3. Impact on Project's Goals

- a. Describe how the Respondent will ensure the goals of the project are met, as detailed in Section 2.
- b. Describe why the Respondent is a good fit to drive towards these goals.

ORGANIZATIONAL QUALIFICATIONS AND PROJECT MANAGEMENT (5 pages)

This section should describe the background and experience of the Respondent necessary to carry out this project. The Respondent should organize the narrative in the following bolded sections:

1. Qualifications and Experience

- a. Describe the Respondent's overall qualifications and background to carry out a project of this nature and scope.
- b. Describe the Respondent's content level knowledge relevant to categories identified in Section 2: Service Area(s) applied for, Scope of Work and the Executive Order No. 5.
- c. If applicable, describe contracts held within the past five years with a scope similar to this one. What did you learn from your successes and failures that you would apply here?

2. References

Provide at least three references including a brief description of the work done, the organization's name, specific contact person name, address, phone number, and e-mail address.

3. Organizational and Project Structure

- a. Provide an organizational structure of the company indicating lines of authority and detail how this proposed project structure fits within the larger structure of the organization.
- b. Describe how the proposed project structure will enable effective implementation.

4. Project Management

- a. Explain the staffing and management model of the organization as well as for the specific team who would be working with the OHS.
- b. Detail the names of proposed personnel, their proposed role, expertise, functions, and time commitments.
- c. Include the name of a Project Manager, if known, who will serve as a single point of contact for the implementation of the project and who will be available to provide status updates and attend all project meetings at the request of the OHS.
- d. Provide assurance of the capacity to deploy the required staff and resources to complete the scope of work, including identifying any other current or planned contractual obligations that might have an influence on the Respondent's capacity.
- e. Identify and describe the role of any and all subcontractors and subject matter experts. Provide the following for each proposed subcontractor:
 - Legal Name of Agency, Address, FEIN
 - Contact Person, Title, Phone, Fax, E-mail
 - Services to Be Provided Under Subcontract

Note: The resultant contractor must receive written approval from OHS for staff changes. These changes must not adversely affect the ability of the Contractor to meet any requirement or deliverable set forth in this RFP and/or the resultant contract.

5. Resumes (limit 2 pages per resume)

Provide resumes for all proposed personnel and subcontractors, if available. The resumes shall include contract-related experience, credentials, education, training, and work experience. *Resumes do not count towards the page limit.*

6. Project Plan and Timeline

Provide a project plan and timeline for completing proposed deliverables. Provide key activities and outputs, beginning and end dates for each, and the accountable person.

7. Work Samples

The Respondent may, but is not required to, provide two work samples related to this project. *Work samples do not count towards the page limit.*

BUDGET NARRATIVE (2 PAGES)

Provide a narrative explanation to support the proposed budget (budget should be in an Excel spreadsheet). Include a total budget proposal for Year 1 and Year 2 of the project. Identify all proposed personnel with a corresponding all-inclusive hourly rate of compensation and an estimate of hours to be expended by each individual in support of the project. Identify travel costs separately. Travel costs should be calculated based on [U.S. General Service Administration rates](#).

STANDARD FORMS

The Respondent shall submit the following standard forms:

- Procurement Agreement Signatory Acceptance (Attachment D)
- [Consulting Agreement Affidavit](#) (OPM Ethics Form 5)
- [Affirmation of Receipt of State Ethics Laws Summary](#) (OPM Ethics Form 6)
- [Iran Certification](#) (OPM Ethics Form 7)
- [Gift and Campaign Contribution Certification](#) (OPM Ethics Form 1)
- [Nondiscrimination Certification Form](#)

4. REQUIRED QUALIFICATIONS FOR CONTRACTORS/SUBCONTRACTORS

- A. Demonstrated expertise in the field of health care consulting services, including project planning and strategizing, project management and support, and program initiation;
- B. Demonstrated expertise in the field of health care actuarial services;
- C. Demonstrated expertise in general economic modeling and health care economics;
- D. Demonstrated expertise in health care analytics;
- E. Experience in predictive modeling by health care sector;
- F. Experience in accounting for underlying contributors to cost in developing such prediction modeling;
- G. Experience in extensive stakeholder engagement, including consumer engagement;
- H. Demonstrated experience in health care quality measures and metrics; and
- I. Be familiar with data reporting and modeling work being performed in support of health care cost growth benchmarks in Massachusetts, Rhode Island, Delaware, and Oregon as well as any primary care and/or quality benchmarks in these states.

NOTE: One or more contractors may be awarded contracts for Service Areas under this scope of work. Contractors may submit proposals on one or more of the Service Areas sought under this scope of work and may subcontract, with the approval of OHS, for other Service Areas under this scope of work.

If a Respondent proposes to subcontract with one or more vendors for any of the Service Areas under this scope of work, the Respondent must provide evidence of the subcontractor's qualifications and experience that meet the requirements above. In the event the Respondent anticipates subcontracting any portion of the scope of work, but has not identified a subcontractor, the Respondent shall include in its proposal the minimum qualifications and experience for any such subcontractor.

Proposals must include a proposed timeline that meets the required timelines of the Executive Order, shall include the staffing qualifications and proposed rates as required below.

5. EVALUATION AND SELECTION (SEE BELOW SAMPLE)

The OHS evaluation team shall evaluate each response that is properly submitted. As part of the selection process, the OHS may invite finalists to answer questions regarding their response in person or in writing. Any expenses incurred by the Respondent to participate in such interview shall be the responsibility of the Respondent.

The review criteria are based on a total of 100 points allocated across of the sections listed below. Failure to include all the sections listed will result in the automatic loss of points.

Application Page	Limit
I. Proposal Face Sheet	2 pages
II. Transmittal Letter	1 paragraph
III. Project Abstract	1-2 pages
IV. Project Narrative	5 pages
V. Organizational Qualifications and Project Management	2 pages
VI. Budget Narrative	
VII. Standard Forms	

Resumes and letters of reference do not count towards the page limit in Section V. Responses must include an Excel spreadsheet detailing the budget structure. This spreadsheet does not count towards the page limit in Section VI.

It is the intent of the OHS to conduct a comprehensive, fair, and impartial evaluation of the Responses received to this competitive procurement. Only those submissions found to be responsive to all of the RFP requirements will be evaluated and scored.

A team consisting of qualified experts will review the applications to assess the degree of responsiveness, and clarity in their plan to meet the project goals and milestones. The review process will include the following:

- A. To be considered for review, applications will first be screened for completeness and adherence to eligibility.
- B. The review panel will assess each application to determine the merits of the proposal. The OHS reserves the right to request that Respondents revise or otherwise modify their proposals and budget based on OHS recommendations.
- C. OHS may elect to conduct interviews with the finalists prior to awarding the right to negotiate a contract. Any expenses incurred by the Respondent to participate in such interview shall be the responsibility of the Respondent.
- D. The results of the review of the applications will be used to advise OHS approving official. Final award decisions will be made by the designated approving official. In making these decisions, the approving official will take into consideration: recommendations of the review panel; the readiness of the applicant to complete the scope of work and objectives; and the reasonableness of the estimated cost to the government and anticipated results.

OHS reserves the right to conduct negotiations with applicants upon receipt of their proposals.

ATTACHMENT A: PROPOSAL FACE SHEET

**OFFICE OF HEALTH STRATEGY
REQUEST FOR QUALIFICATIONS (RFQ)
HEALTH CARE COST GROWTH AND QUALITY BENCHMARKS
PROPOSAL FACE SHEET**

	<p>RESPONDING ORGANIZATION (Legal name and address of organization as filed with the Secretary of the State):</p> <p>Legal Name: _____</p> <p>Street Address: _____</p> <p>Town/City/State/Zip: _____</p> <p>FEIN: _____</p>
	<p>DIRECTOR/CEO</p> <p>Name: _____ Title: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Email: _____</p>
	<p>CONTACT PERSON</p> <p>Name: _____ Title: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Email: _____</p>

ATTACHMENT B: ASSURANCES AND ACCEPTANCE

1. **Independent Price Determination:** By submission of a Response and through assurances given in its Transmittal Letter, the Respondent certifies that in connection with this procurement the following requirements have been met.
 - a. Costs: The costs proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;
 - b. Disclosure: Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Respondent on a prior basis directly or indirectly to any other organization or to any competitor;
 - c. Competition: No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition;
 - d. Prior Knowledge: The Respondent had no prior knowledge of the RFQ contents prior to actual receipt of the RFQ and had no part in the RFQ development; and
 - e. Offer of Gratuities: The Respondent certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, the contractor's agent, or the contractor's employee(s).
2. **Valid and Binding Offer:** Each Response represents a valid and binding offer to the Office of Health Strategy to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto.
3. **Press Releases:** The Respondent agrees to obtain prior written consent and approval from the OHS for press releases that relate in any manner to this RFQ or any resulting contract.
4. **Restrictions on Communications with OHS Staff:** The Respondent agrees that from the date of release of this RFQ until the OHS makes an award that it shall not communicate with OHS staff on matters relating to this RFQ except as provided herein through the OHS. Any other communication concerning this RFQ with any OHS staff member may, at the discretion of the OHS, result in the disqualification of that Respondent's Submission.
5. **Acceptance of OHS's Rights Reserved:** The Respondent accepts the rights reserved by the Office of Health Strategy.
6. **Experience:** The Respondent has sufficient project design and management experience to perform the tasks identified in this RFQ. The Respondent also acknowledges and allows the OHS to examine the Respondent's claim with regard to experience by allowing the OHS to review the related contracts or to interview contracting entities for the related contracts.

ATTACHMENT C: MANDATORY TERMS AND CONDITIONS

7.5. Statutory and Regulatory Compliance

A. Health Insurance Portability and Accountability Act of 1996. Notwithstanding the language in Part II, Section 7.5(A)(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

- (a) If the Contractor is a Business Associate under the requirements of Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (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 State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions
 - (1) “Breach” shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated recordset” 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 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 subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- (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 (f)(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 (5) business 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 PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- (b) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (c) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (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 twenty (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 45C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered

Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.

- (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 Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (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; 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 (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(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.

(I) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (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 the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (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 the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (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, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

- B. Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- C. Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
- D. Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
- E. Non-discrimination.**
- 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 C.G.S. § 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 guarantee
- 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, 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, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the

Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

F. Freedom of Information.

a. Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

b. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

- G. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

- H. Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas

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

- I. **Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

ATTACHMENT D: PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Proposals constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Office Health Strategy is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

On behalf of _____ I,
_____ agree to accept the Mandatory Terms and
Conditions and all other terms and conditions as set forth in the Cost Growth Benchmark
Request for Qualifications.

Signature

Title

Date