

REQUEST FOR PROPOSALS

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

Title: REQUEST FOR PROPOSALS

Selection of Independent Review Organizations to Conduct
External Reviews of Appeals of Adverse Determinations

Proposals must be received **no later than September 27, 2019**. **All proposals must conform to the requirements as identified in this request.**

SEND ALL PROPOSALS DIRECTLY TO THE STATE OF CONNECTICUT INSURANCE DEPARTMENT, ATTN: Business Office. cid.admin@ct.gov and/or mailing address below.

MAILING ADDRESS: P.O. Box 816, Hartford, CT 06142-0816

OFFICE ADDRESS: 153 Market Street, 7th Floor
Hartford, CT 06103

NB: OFFICE ADDRESS must be used for all express or special delivery mail or for hand delivery of any documents.

Questions regarding the proposal must be submitted by email only to:
cid.admin@ct.gov

August 30, 2019

Responses to questions will be posted on [Insurance Department](#) website no later than:

September 6, 2019

Proposal Receipt Date

September 27, 2019

Selection to be announced approximately

October 25, 2019

Contracts targeted to be fully executed by

December 13, 2019

Contractor(s) to begin external review process:

January 1, 2020

Questions regarding the proposal must be submitted **by email** only to: cid.admin@ct.gov

In order to be considered for selection, proposals must arrive at the Department on or before the date specified. Applicants should allow for delivery time to ensure timely receipt of their proposals by the Department. Late proposals cannot be considered.

Background

Part VII of Chapter 700c (“*Part VII*”) (codified at: C.G.S. §§38a-591 *et seq.*) provides grievances and reviews standards in Connecticut and conforms the Connecticut internal and external claim processes to the standards adopted by the Secretary of Health and Human Services (“HHS”) for compliance with Sec. 2719 of the Public Health Service Act (PHSA) as amended by the Patient Protection and Affordable Care Act of 2010 (P.L.111-148) (PPACA). Public Act 19-117 Sections 241-243 revised the time frames for expedited reviews effective January 1, 2020. Part VII requires generally that group health plans and health insurance issuers offering group or individual health insurance must implement an effective appeals process for appeals of coverage determinations and claims that complies with federal procedures set forth at section 2560.503-1 of title 29, Code of Federal Regulations, as published on November 21, 2000 (65 Fed. Reg. 70256), and shall update such process in accordance with any standards established by the Secretary of Labor for such plans and issuers. C.G.S. Section 38a-472f allows for an external review of denials for out of network provider exceptions.

Part VII provides for an appeal to the Connecticut Insurance Commissioner (“*Commissioner*”) of adverse determinations by health carriers who have exhausted the health carrier’s or utilization review company’s internal appeals procedures. The law requires the Commissioner to engage impartial, independent review entities to provide medical review for appeals. The Commissioner must accept the decision of the external review entity and the Commissioner’s decision will be binding.

The relevant statutes and regulations can be found at the links indicated in the Appendices along with the other following materials:

- Link to C.G.S. §§38a-591a *et seq.*;
- Link to Regulations of Connecticut State Agencies §§38a-591-1-38a-91-11
- Request for External Review Application and External Review Consumer Guide
- Cost Exhibit
- Sample Contract for External Appeal Services with all related certifications and affidavits
- Guide to Ethics for Current and Potential State Contractors
- Link to C.G.S. 38A-472f
- Link to Public Act 19-117 Sections 241-243

While the Insurance Department does not administer the external review process for self-funded health benefit plans, the Department has entered into a Memorandum of Understanding to administer the external review process for enrollees of the self-funded State of Connecticut Employees Benefit Plan (“*State EE Plan*”). The State EE Plan has elected to use the Insurance Department external review process and will accept the binding nature of the determination.

The Department is issuing this Request for Proposal (“*RFP*”) for the selection of one or more Independent Review Organizations (“*IRO*”) to provide independent and objective reviews of health carrier and utilization review company’s internal appeal decisions. The Department has historically processed approximately 250-300 appeals annually.

The Department reserves the right to approve any number of entities for designation as IROs through this RFP process. Services will be provided only upon execution of, and in accordance with, an agreement for external review services between the Commissioner and a designated IRO. Communications and submissions between the Department and the IROs are on an

electronic basis. **If a proposer cannot accommodate electronic transmission or receipt of data, they will not be considered.**

Note that the Department reserves and will retain the right at any time to:

1. Terminate a designation as an IRO without cause following a ninety (90) day written notice.
2. Terminate a designation as an IRO immediately if the Commissioner determines that the continuation of an existing designation may result in unfair, biased or unreliable determinations which pose a threat to public health.
3. Require an IRO to alter activities to be consistent with regulatory changes as they may occur.
4. Deny any assignment of an appeal if the Commissioner determines that such an assignment would result in a conflict of interest or would otherwise create the appearance of impropriety.
5. Deny any assignment of an appeal until an IRO has executed an agreement for external review services.
6. Revoke any assignment of an appeal if the Commissioner determines that such assignment has or is likely to result in a conflict of interest, excessive time delay or has otherwise created an appearance of impropriety. In such a case, the Commissioner will reassign the appeal.

Rejection of Proposal

The Department reserves the right to reject any or all Proposals if, in its sole discretion, it deems either that such rejection is in the best interest of the State or that the Proposal does not conform to the requirements of this RFP. The Department shall have authority to award contracts to vendors who offer acceptable Proposals to the State, on the basis of cost and other factors considered.

Proposals will not be accepted from any entity or person, who is currently

- (i) a respondent or defendant in any administrative or civil action brought by the Commissioner alleging misfeasance or negligence in their professional capacity unless such action has been resolved with a finding or judgment of no misfeasance or negligence by the respondent or defendant; or
- (ii) a defendant in any action brought by the Commissioner in his or her capacity as liquidator or rehabilitator of an insurance company pursuant to chapter 704c of the Connecticut General Statutes alleging misfeasance or negligence by the defendant in their professional capacity, unless such action has been resolved with a finding or judgment of no misfeasance or negligence by the respondent or defendant.
- (iii) a person or entity against whom a finding or judgment of misfeasance or negligence has been upheld in any action by the Commissioner, during the period beginning July 1, 2016.

Following a review of the Proposals, the Agency Procurement Officer (“APO”) shall recommend an Applicant that satisfies the Department’s criteria as set forth in this RFP. The Department will comply with the non-discrimination and affirmative action provisions of the Connecticut General Statutes as well as any other laws affecting contracting and the awarding of state contracts along with any applicable federal laws in the ultimate engagement of outside services.

The Department may award contracts for services under the RFP to multiple Applicants.

Rights Reserved to the Department

In addition to any other rights reserved to the Department, it shall have the right in its sole discretion to reject any Proposal, in whole or in part, for misrepresentation or because the Applicant is in default of any prior Department contract, or because the Proposal limits or modifies any of the terms and conditions and/or specifications of this RFP.

The Department also reserves the right to waive technical defect, irregularities and omissions if, in its sole discretion, the interest of the Department will be served. The Department further reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the Department shall not constitute a breach of contract on the part of the Department since the contract with the initial Applicant is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Department and the Applicant.

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

Cost Liability

The State of Connecticut assumes no responsibility and no liability for costs incurred by prospective vendors prior to issuance of a contract.

Important Information regarding Contract Form

All Applicants should review the template Contract for Consulting Services ("Contract"), and the associated certifications and affidavits, samples of which is attached to this document as an Appendix. ***NOTE: The terms and conditions of the core Contract for Consulting Services are in conformity with the contracting laws of the State of Connecticut and cannot be negotiated. Failure to accept the terms and conditions of the Contract will be grounds for exclusion from consideration.*** Exhibit A to engagement Contract will reflect the negotiated Scope of Service requirements and compensation arrangements for each specific consulting engagement.

In addition, all persons submitting Proposals should familiarize themselves with the ethical rules which govern state contracts. Appendix I provides a link to the most recently published Guide to the Code of Ethics for Current or Potential State Contractors.

Please Note: The terms and conditions of the core Contract (including the certifications or affidavits) are subject to change from time to time, as required by changes to state law or under the requirements of the Office of the Attorney General, Department of Administrative Services, State Insurance and Risk Management Board, Office of Policy and Management or the State Contracting Standards Board. *The sample contract provided in the Appendix is representative only and should not be assumed as an offer nor should it be executed.*

Instructions to Applicants

Proposals must contain all required information as requested in the section below entitled "Proposal Format and Content". In addition, all affidavits or certifications provided as attachments must be completed in full and returned as part of the proposal response.

Questions

Questions regarding this RFP must be submitted in writing by email by August 30, 2019. Questions should be directed to:

Connecticut Insurance Department
cid.admin@ct.gov

Questions and responses will be published on the [Insurance Department](https://portal.ct.gov/cid) website (<https://portal.ct.gov/cid>) no later than September 6, 2019.

Individual responses will not be issued, and we reserve the right not to issue responses to questions for which the requested information is available within this RFP.

Applicant's Proposal

In order to be considered for selection, Applicants must submit a complete response to this RFP. **Electronic PDF submissions are preferred, but the Insurance Department will also accept one paper original and 5 copies** of each proposal, which must be submitted to the Insurance Department. No other distribution of the proposals shall be made by the Applicant.

The complete application package should be consecutively page numbered for ease of reference and shall consist of a proposal that includes the following information:

1. The cover letter, which must be signed by the Applicant's chief executive officer or an individual authorized to act in such capacity for the Applicant;
2. Identifiable and specific responses to each of the particular criteria set forth in this RFP;
3. A flow chart depicting the process by which external review will proceed from the time of receipt to the final decision, including maximum time required to complete each phase;
4. A statement certifying that all information included in the proposal and submitted is accurate to the best of the Applicant's knowledge and belief. The statement must be signed by the Applicant's chief executive officer or an individual authorized to act in such capacity for the applicant;
5. A statement certifying that the Applicant has received a copy of the current Guide to the Code of Ethics for Current or Potential State Contractors;
6. A statement certifying that the Applicant has reviewed the sample Contract and the associated certifications and affidavits and understands that a condition of being considered as a viable candidate is Applicant's acceptance of the terms and conditions of the core Contract, certifications and affidavits without any opportunity to negotiate any terms,

conditions or provisions other than the scope of service and cost for each service to be rendered. **(Please do not execute the sample Contract or any of the certifications/affidavits.)**

Acceptance of Proposal Content

The contents of the proposal of any successful Applicant will become a part of any contract awarded as a result of these specifications.

Term of Contract

The contract(s) for services will be for a period of three (3) years, beginning January 1, 2020.

Oral Presentation

The Department will not require oral presentations.

Pricing and Billing

All prices when established and agreed upon shall be firm and not subject to increase during the term of the contract unless the scope of services changes as a result of legislative enactments establishing or significantly altering the scope of work. Designated IROs will be required to directly bill the health carrier that is the subject of the appeal for services rendered. Payment for IRO services will be made by the health carrier that is the subject of the appeal directly to the IRO. The Insurance Department will not make the payment and will not be liable to the IRO.

Insurance Department Commitment

- Upon receipt of a request for an external appeal, the Department shall assign that appeal to one of the selected entities. The Commissioner reserves the right to deny any assignment to any IRO if, in the Commissioner's discretion, such an assignment would result in a conflict of interest or would otherwise create an appearance of impropriety.
- The Department shall use reasonable efforts to inform IROs of legislative and regulatory changes affecting the external review process in Connecticut. This commitment does not absolve each vendors selected from responsibility to keep itself informed of regulatory or statutory changes that may be relevant.

Proposal Format and Content

All instructions, terms and conditions contained in the proposal must be met in order to qualify for consideration of award. Those proposals which do not meet those conditions will be considered non-responsive. The proposal must be submitted in three, easily identifiable sections as follows:

- ***Section 1 - Technical Proposal***

This section shall describe the Applicant's approach and plans for accomplishing the review process described in the statutes. These plans and approaches should be described in sufficient detail to permit the Department to evaluate them fairly and with a minimum of possible misinterpretation. Further, the Applicant should describe the effort and skills necessary to complete the project.

- **Section 2 - Cost Proposal**

This section shall contain all information related to costs. Please use the cost exhibit found in the Appendices to this RFP.

- **Section 3 - Organizational Support and Experience**

This section shall contain all pertinent information relating to Applicant's organization, personnel and experience that would substantiate its qualifications and capabilities to perform the services required by the scope of the RFP.

Section 1 Technical Proposal

This section of the proposal shall contain at least the following information:

1. A brief introduction which outlines the Applicant's overall approach to performing external reviews and illustrates an understanding of the external review process that is to be implemented. Information should be provided on the specific capability of the IRO to accept transfer of electronic files including any capability for upload of electronic files through the IRO's website portal.
2. A description of how the work will be accomplished within each step of activity. Simple statements that a task will be completed, or a reiteration of the RFP tasks are not acceptable. Explain the process to be employed in reviewing an appealed adverse determination, from preliminary review to the final decision for both regular and expedited reviews. This explanation should include a description of the scope of services, the criteria to be used in the decision-making process, and the systems and methods used to process case reviews including:
 - Method of providing a decision in the mandated amount of time;
 - Method for selecting and assigning reviewers to cases including the recruitment, credentialing and assignment of appropriate specialist to cases;
 - Method for communication with parties involved in the appeal process;
 - System and method of rendering written decisions and the basis for the decisions;
 - Method of retaining written records for at least six years
 - Method for aggregate data reporting to the Department pursuant to statutory reporting requirements as follows:
 - (A) The total number of requests for an external review, whether such requests were for a standard or an expedited external review;
 - (B) The number of such requests resolved and, of those resolved, the number resolved upholding the adverse determination or final adverse determination and the number resolved reversing the adverse determination or final adverse determination;
 - (C) The average length of time for resolution;
 - (D) A summary of the types of coverages or cases for which a review was sought;
 - (E) The number of such reviews that were terminated as a result of reconsideration by the health carrier of its adverse determination or final adverse determination after the receipt of additional information from the covered person or the covered person's authorized representative; and

(F) Any other information the commissioner may request or require.

- Each independent review organization shall retain the written records required for not less than six years after the assignment of an external review or an expedited external review.

3. A summary of problems which an Applicant might reasonably expect to encounter and its solution to those anticipated problems should be provided.

Section 2 - Cost Proposal

Applicants must complete the Cost Exhibit as provided in the Appendices to this RFP.

As noted above, payment will be made by the health carrier that is the subject of the appeal. The Insurance Department will have no obligation to make payments for the appeal reviews.

Section 3 - Organization Support and Experience

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

In addition, to be eligible for approval by the commissioner, an independent review organization shall:

(1) Have and maintain written policies and procedures that govern all aspects of both the standard external review process and the expedited external review process that include, at a minimum:

(A) A quality assurance mechanism in place that ensures:

(i) That external reviews and expedited external reviews are conducted within the specified time frames and required notices are provided in a timely manner;

(ii) (I) The selection of qualified and impartial clinical peers to conduct such reviews on behalf of the independent review organization and the suitable matching of such peers to specific cases, and (II) employs or contracts with an adequate number of clinical peers to meet this objective;

(iii) The confidentiality of medical and treatment records and clinical review criteria;

(iv) That any person employed by or under contract with the independent review organization adheres to the requirements of the Act; and

(B) A toll-free telephone number to receive information twenty-four hours a day, seven days a week, related to external reviews and expedited external reviews and that is capable of accepting, recording or providing appropriate instruction to incoming telephone callers during other than normal business hours;

(2) Agree to maintain and provide to the commissioner the information set forth in the Act;

(3) Not own or control, be a subsidiary of, be owned or controlled in any way by, or exercise control with a health benefit plan, a national, state or local trade association of health benefit plans, or a national, state or local trade association of health care professionals; and

(4) Assign as a clinical peer a health care professional who meets the following minimum qualifications:

(A) Is an expert in the treatment of the covered person's medical condition that is the subject of the review;

(B) Is knowledgeable about the recommended health care service or treatment through recent or current actual clinical experience treating patients with the same or similar medical condition of the covered person;

(C) Holds a non-restricted license in a state of the United States and, for physicians, a current certification by a recognized American medical specialty board in the area or areas appropriate to the subject of the review; and

(D) Has no history of disciplinary actions or sanctions, including loss of staff privileges or participation restrictions, that have been taken or are pending by any hospital, governmental agency or unit or regulatory body that raise a substantial question as to the clinical peer's physical, mental or professional competence or moral character.

The statutory definition of “**Clinical Peer**” means a physician or other health care professional who (A) holds a non-restricted license in a state of the United States and in the same or similar specialty as typically manages the medical condition, procedure or treatment under review, and (B) for an urgent care review concerning (i) a child or adolescent substance use disorder or a child or adolescent mental disorder, holds (I) a national board certification in child and adolescent psychiatry, or (II) a doctoral level psychology degree with training and clinical experience in the treatment of child and adolescent substance use disorder or child and adolescent mental disorder, as applicable, or (ii) an adult substance use disorder or an adult mental disorder, holds (I) a national board certification in psychiatry, or (II) a doctoral level psychology degree with training and clinical experience in the treatment of adult substance use disorders or adult mental disorders, as applicable.

The Applicant shall submit a description of the administration and operation of its organization including how it satisfied the above statutory requirements. .

This section of the proposal shall contain at least the following information:

1. Location of Applicant's headquarters and nearest offices. Include copy of Certificate of Incorporation or Partnership.
2. Any entity requesting designation as an IRO must provide the following about itself and any parent corporation and all subsidiaries and affiliates: (1) an organizational chart by ownership of all affiliated entities; (2) the names and addresses of owners/partners/shareholders of each entity; and (3) the names and addresses of members of the Board of each entity.

3. A chart of the Applicant's organization which shows, for key project staff members, their level of responsibility within that organization. Provide an estimate of the number, types and functions of the personnel considered necessary to the administration and operation of the organization on a statewide basis with a separate job description detailing the roles of key persons, such as a Medical Director. Include an explanation of the contractual and financial relationships between the IRO and the clinical personnel who will actually be responsible for individual case reviews.
4. A list of clinical personnel who may be assigned to review. The list shall include for each reviewer: the name, professional license(s), board certification and any sanctions imposed.
5. A list of all managed care organizations, health care centers, health care facilities and other health care providers with whom the IRO maintains any health related business arrangements. This list shall include a brief description of the nature of any such arrangement.
6. In responding to this RFP, the applicant must describe the means by which it will:
 - Provide licensed review personnel who possess the appropriate training and qualifications for the area in which they will be conducting the review. The proposal should include the criteria to be used for the selection or rejection of review personnel
 - Ensure the availability of appropriate personnel as needed for timely and efficient review.
 - Ensure the neutrality and objectivity of all personnel conducting external reviews and avoid conflicts of interest. Provide affirmative evidence that no conflict of interest exists.

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

Evaluation Criteria

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

1. The Applicant's general approach and plans to meet the requirements of the RFP, including the scope of services.
2. The qualifications and quantified experience of personnel to be assigned review of review.
3. The Applicant's past performance on projects of similar scope and size, including experience in managed care utilization review.
4. The ability of the Applicant, as judged by the Department, to successfully perform the duties assigned to it within the proposed schedule. This judgment will be based on such factors as staff commitment, the project management plan and the availability of staff.
5. The Applicant's ability to maintain confidentiality of patient information.
6. Costs/fee structure.

7. The Applicant's ability to ensure the neutrality of physician reviewers.
8. Administrative and operational policies and procedures.
9. Performance evaluations on file for Applicant.

Agreement for External Review Services

The Contract for External Review Services ("Contract") will be prepared by the Department. State statutory contractual provisions, a detailed description of the services to be provided, the fees, deliverables, timeframe(s) for completion as well as the responsibilities of the external review entity Contractor and the Department will be specified in the Contract.

By execution of the Contract, a designated external review entity is expressly agreeing to comply with all statutory provisions delineated in the Contract. A sample form of the Contract for External Review Services and associated certifications and affidavits is provided in the Appendices to this RFP. The form may contain revisions from previous forms, and *all Applicants should therefore review the Contract form very carefully*. The Contract contains statutory provisions required by the State of Connecticut which are not negotiable. Failure to accept the terms of the Contract will be grounds for exclusion from consideration.

Exhibit A to the Contract, will outline the scope of the services to be provided, time frame, fees, and the responsibilities of the Department and the IRO. Exhibit A will be prepared from and may contain excerpts from the IRO's proposal.

The Contract and all associated documents must be executed by a party who is authorized to bind the Contract, and the Department reserves the right to request an authorizing board of directors' resolution or certification under oath.

Appendices

- I Links to Consumer's Guide, Ethics Guide and relevant statutes and regulations
- II Cost Exhibit
- III Sample Contract for External Appeal Services with related certifications (Form C, SEEC Form 10, OPM Ethics Form 1)
- IV Templates of various forms used to be used in the External Review Process

APPENDIX I Links to relevant materials

Link to “A Consumer’s Guide to Appealing Health Insurance Denials”

<https://portal.ct.gov/-/media/CID/ExternalAppealConsumerGuidepdf.pdf?la=en>

Link to “State Contractors’ Guide to the Code of Ethics”

https://www.ct.gov/ethics/lib/ethics/guides/2019/contractors_guide_to_the_code_of_ethics_revjan2019.pdf

Link to “UR, Grievance and Appeal Statutes”

http://www.cga.ct.gov/current/pub/chap_700c.htm#sec_38a-591a

Link to “Regulations of Connecticut State Agencies”

https://eregulations.ct.gov/eRegsPortal/Browse/RCSA/Title_38aSubtitle_38a-591/

Network Adequacy Statute 38a-472f

https://www.cga.ct.gov/current/pub/chap_700c.htm#sec_38a-472f

Public Act 19-117: sections 241-243

<https://www.cga.ct.gov/2019/ACT/pa/pdf/2019PA-00117-R00HB-07424-PA.pdf>

APPENDIX II – Cost Exhibit

COST EXHIBIT

Bidder Name: _____

Date: _____

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

4. Price Schedule, Payment Terms and Billing

Payment terms under this Contract are set forth in Exhibit B. Payment shall be made only after the health carrier as defined in Conn. Gen. Stat. §38a-591a (“Health Carrier”) using the services receives and accepts the services as set forth in Exhibit A and after it receives a properly completed invoice. Payment for all services shall be due within thirty (30) days after the Contractor issues the invoice for services provided. The Contractor shall submit an invoice to the Health Carrier for the services. The invoice shall include detailed information for the services delivered and performed. Any late charges should be calculated in accordance with the Connecticut General Statutes.

5. Laws and Regulations

The Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding any formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order, if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

6. Notices

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract for the purpose of this section collectively called “Notices”) shall be deemed to have been received at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, if a receipt requested, or, placed with a recognized, overnight express delivery service that provides for return receipt or sent electronically by email or some other transmission mode, or faxed. All notices shall be in writing and shall be addressed as follows:

State: Kathleen Walsh
Principal Examiner
State of Connecticut Insurance Department
135 Market Street, 7th Floor
Hartford, CT 06103
860.297.3819
Kathleen.Walsh@ct.gov

Contractor:

The parties may change their respective addresses for notices under this section 7 upon prior written notification to each other.

7. Independent Contractor

(a) The Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The Parties to this Contract agree that it does not create any actual or apparent partnership, franchise,

