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## **APPENDIX A**

### **TABLES & FIGURES**

## APPENDIX A—Tables and Figures

### I. Historical Membership by Medicaid and QHP <sup>1, 2</sup>

Time Frame: November 1, 2014 – December 1, 2015

Date	Medicaid (HUSKY)	Qualified Health Plan	Grand Total
11/1/2014	291,449	72,550	363,999
12/1/2014	325,935	76,153	402,088
1/1/2015	367,609	86,683	454,292
2/1/2015	404,120	95,631	499,751
3/1/2015	447,631	108,567	556,198
4/1/2015	476,117	105,537	581,654
5/1/2015	500,348	106,930	607,278
6/1/2015	493,161	101,596	594,757
7/1/2015	506,385	97,555	603,940
8/1/2015	520,233	96,873	617,106
9/1/2015	540,988	96,577	637,565
10/1/2015	552,600	95,594	648,194
11/1/2015	581,911	95,670	677,581
12/1/2015	591,029	101,441	692,470

1. Qualified Health Plan (QHP) Total represents QHP primary subscribers (and their dependents) who are actively enrolled with a carrier per the AHCT integrated eligibility determination system on the first of each month.
2. HUSKY Total represents primary applicants (and any dependents) who appear as actively enrolled in a MAGI based HUSKY A, B, or D program per the AHCT integrated eligibility determination system on the first of each month.

## APPENDIX A—Tables and Figures

### II. Call Volume

*Time Frame: November 1, 2014 – December 1, 2015*

Date	Incoming Minutes <sup>1</sup>	Outgoing Minutes <sup>2</sup>	Total Minutes	Calls Offered <sup>3</sup>	Calls Answered	Average Call Length <sup>4</sup>
11/1/2014	1,109,759	9,895	1,119,654	71,779	56,119	16:45
12/1/2014	1,974,261	14,793	1,989,054	136,179	107,996	17:54
1/1/2015	1,883,159	14,027	1,897,186	120,175	112,273	16:46
2/1/2015	2,296,917	14,805	2,311,721	162,059	134,429	17:05
3/1/2015	1,742,516	17,848	1,760,364	121,786	112,793	15:27
4/1/2015	1,597,812	16,788	1,614,600	111,361	104,101	15:21
5/1/2015	1,225,472	12,499	1,237,971	91,119	80,833	15:10
6/1/2015	1,339,476	9,151	1,348,626	98,855	79,434	16:52
7/1/2015	1,315,107	7,546	1,322,653	91,230	81,866	16:04
8/1/2015	1,320,932	12,465	1,333,397	84,235	77,504	17:03
9/1/2015	1,431,236	7,918	1,439,154	91,708	79,772	17:56
10/1/2015	1,451,640	9,263	1,460,904	96,145	80,559	18:01
11/1/2015	1,978,421	7,942	1,986,364	121,434	113,922	17:22
12/1/2015	2,159,595	6,865	2,166,461	159,068	142,308	15:11

1. Total Talk Time for incoming calls.

2. Total Talk Time for outbound calls

3. Number of calls that are presented to call center.

4. Average time that a caller talks with a CCR. This is calculated as Total Talk Time / Total number of Calls answered.

5. (There is no after call work time statistic as notes are done "in call")

## APPENDIX A—Tables and Figures

### III. Intake Channels: New Applications by Source of Origin<sup>1</sup>

*Time Frame: November 1, 2014 – December 31, 2015*

Date	Online Applications	Paper Applications	Telephone Applications	Walk-In Applications	Grand Total
Nov 2014	15,097	4,564	9,829	3,242	32,732
Dec 2014	23,558	6,651	14,791	3,880	48,880
Jan 2015	17,531	7,683	17,332	3,711	46,257
Feb 2015	22,910	6,203	18,929	4,089	52,131
Mar 2015	8,626	5,791	11,773	4,663	30,853
April 2015	8,379	2,795	8,236	3,550	22,960
May 2015	5,813	1,321	5,890	3,130	16,154
June 2015	6,967	2,785	7,137	3,460	20,349
July 2015	6,636	2,246	6,874	3,213	18,969
Aug 2015	6,501	1,515	6,883	2,789	17,688
Sept 2015	6,594	936	5,631	2,474	15,635
Oct 2015	6,522	681	5,224	2,235	14,662
Nov 2015	9,850	607	8,077	1,946	20,480
Dec 2015	12,118	651	8,046	2,154	22,969

1. Volume includes only new application streams for households (aka initial applications). Applicants with modifications to existing applications are not included in these figures.

## APPENDIX A—Tables and Figures

### IV. Enrollee Call Center Assistance<sup>1</sup>

*Time Frame: January 14, 20152*

	Children's Health Insurance Program	Medicaid	Qualified Health Plan	Qualified Health Plan with Advanced Premium Tax Credits	Grand Total
<b>Call Center Assistance<sup>2</sup></b>	13,792	344,610	8,323	45,709	412,434
<b>Self Service<sup>3</sup></b>	4,082	242,202	15,879	38,588	300,751
<b>Grand Total</b>	17,874	586,812	24,202	84,297	713,185
<b>% w/ Self Service</b>	22.8%	41.3%	65.6%	45.8%	42.2%

1. Assistance is defined as any call resulting in an application modification by a call center representative. If a call did not result in the creation or modification of an enrollee's application, then the enrollee will not be defined as receiving call center assistance in this table.
2. Snapshot of any enrollee with an application created by or modified by a call center representative as of 1/14/2015 and within the last 12 months.
3. Self Service rate is only calculated for enrollees who were actively covered January 14, 2015.

## APPENDIX A—Tables and Figures

### V. Automated Enrollment Results by Customer Type

#### 2016 OE QHP Auto Renewal Rates<sup>1</sup>

Time Frame: December 1, 2015 – December 7, 2015

QHP Renewal Status	Application Count
Total Applications Processed	68,522
Auto-Renewed Applications	60,525
Projected Auto-Renewal Rate	88.33%
Executed Auto-Renewal Rate <sup>2</sup>	65.67%

1. Qualified Health Plan Enrollees can opt to be automatically re-enrolled during open enrollment. The results in this table show the total number of active applications and the percent that qualified for auto renewal and successfully completed. QHP auto renewals only occur annually and generally occur over a one week span (12/1/2015- 12/7/2015).
2. Individuals who are projected to successfully auto-renew, but updated their application between the start of open enrollment and their auto-renewal submission date, will not be included in the executed auto-renewal application counts.

#### 2016 Medicaid Auto Renewal Rates

Time Frame: March 1, 2015 – December 1, 2015<sup>1</sup>

	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Successful Auto Renewals	5,241	3,523	2,884	2,627	3,222	8,697	8,715	9,419	14,665	16,344
Renewal Failure: Unresolved Eligibility Requirement	12,983	10,438	7,949	6,567	8,059	4,614	5,001	4,988	8,520	13,560
Renewal Failure: Other	427	439	349	375	724	434	137	160	221	368
Total	18,651	14,400	11,182	9,569	12,005	13,745	13,853	14,567	23,406	30,272
Auto Renewal Success Rate	28.1%	24.5%	25.8%	27.5%	26.8%	63.3%	62.9%	64.7%	62.7%	54.0%

1. Medicaid auto-renewal process scaled up to a production level in March 2015.

## **APPENDIX B**

### **REQUIREMENTS TRACEABILITY MATRIX**



## APPENDIX B: REQUIREMENTS TRACEABILITY MATRIX

A separate PDF file has been provided as part of the RFP package that contains the necessary RTM grids for Respondents to submit as part of their proposal. The file is identified as: AHCT Call Center RFP 2016 RTM Grids. Respondents should refer back to RFP Section 12 – Alignment to Exchange Requirements in completing the RTM grids.

If the Respondent expects to meet the requirement as written, they should place an “MTR” in the column.

If the Respondent does not agree to comply with a requirement as written, and/or has some modifications to the requirement language, and/or has an alternative approach to meeting the requirement, the Respondent should do the following:

- a. For requirements that the Respondent does not agree to comply with as written – place “DNC” in the column. (“DNC” stands for “DOES NOT COMPLY” and indicates Respondent does not agree or will not be able to comply with the requirement as written.)
- b. If the Respondent has some **minor modification** to the requirement – Respondent should place “RMM” in the column. (“RMM” stands for requires “MINOR MODIFICATIONS” and indicates Respondent has to implement Minor Modifications in order to comply with the requirement as written.)
- c. If the Respondent has some **major modifications** to the requirement – Respondent should place “RSM” in the column. (“RSM” stands for requires “MAJOR MODIFICATIONS” and indicates Responder has to implement Major Modifications to comply with the requirement as written.)

Respondent’s indicating that they are able to comply with certain requirements, with major or minor changes - must document the changes as follows. The Respondent should copy and paste the Exchange’s requirement as written, from the “Requirements” column into the corresponding cell in the “Responder Notes” column on the right side of the grid.

Make sure that the entire text of the original requirement is contained in the “Respondent Notes” column. Then use **red strikethrough** on the original text (if needed) and/or add proposed new wording in **blue** in order to clearly indicate the original text along with any proposed major or minor changes.

AFTER completing the proposed revision, the Respondent may add a concise explanation concerning the reason for the proposed minor or major revision within the “Responder Notes” column. The explanation should be separate and distinct from the marked-up text, and should come after indicating the proposed changes.

Those Respondents choosing to use the Respondent Notes to provide a cross reference to a

specific part of their proposal document to clarify their solutions may do so. However, make sure that the text of the original requirement is restated in the cross referenced section AND provide the full change and explanations as instructed above in that same cross referenced section.

**NOTE:** The Respondent should not view the possibility of requesting changes as an opportunity to re- write the entire RFP. The Exchange expects the Respondent to comply with the requirements as written. It is generally expected that the Respondent should make changes only for minor clarifications or if a Respondent will not comply with the requirement written. Major changes should be accompanied by an explanation of how accepting the change will provide improvements in quality, cost and overall effectiveness of the call center for the Exchange.

## **APPENDIX C**

### **FORMS & CERTIFICATIONS**

## Appendix C—Forms and Certifications

### I. Ethics Form 1 – State of Connecticut Gift and Campaign Contribution



#### STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

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#### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**      ☐ Initial Certification                      ☐ Annual Update (Multi-year contracts only.)

#### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

#### CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



# STATE OF CONNECTICUT

## GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

### Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

### Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
Signature of Authorized Official

Subscribed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court (or Notary Public)

### For State Agency Use Only

\_\_\_\_\_  
Awarding State Agency

\_\_\_\_\_  
Planning Start Date

\_\_\_\_\_  
Contract Number or Description

## Appendix C—Forms and Certifications

### II. Ethics Form 3 – Certification of State Agency Official or Employee Authorized to Execute Contract –\$50,000 or more



#### STATE OF CONNECTICUT CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE AUTHORIZED TO EXECUTE CONTRACT

*Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10*

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#### INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

#### CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

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Contractor Name

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Awarding State Agency

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State Agency Official or Employee Signature

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Date

---

Printed Name

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Title

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Commissioner of the Superior  
Court or Notary Public

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My Commission  
Expires

## Appendix C—Forms and Certifications

### III. Ethics Form 5 – Consulting Agreement Affidavit



#### CONNECTICUT HEALTH INSURANCE EXCHANGE CONSULTING AGREEMENT AFFIDAVIT

*Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.*

#### INSTRUCTIONS:

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)
_____ Start Date	_____ End Date	_____ Cost
Description of Services Provided: _____ _____ _____		
Is the consultant a former State employee or former public official? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If YES: _____ Name of Former State Agency Termination Date of Employment		

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ Printed Name of Bidder or Contractor	_____ Signature of Principal or Key Personnel	_____ Date
_____ Printed Name (of above) Awarding State Agency		_____ Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

## Appendix C—Forms and Certifications

### IV. Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary



## STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

*Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

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#### INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

#### CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

#### IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

#### AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/guides/contractors\\_guide\\_09\\_final.pdf](http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf)

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Signature

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Date

---

Printed Name

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Title

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Firm or Corporation (if applicable)

---

Street Address

---

City

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State

---

Zip

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Awarding State Agency



## Appendix C—Forms and Certifications

### V. Ethics Form 7 – Iran Certification



#### STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: \_\_\_\_\_

#### INSTRUCTIONS:

CHECK ONE: ☐ Initial Certification.  
☐ Amendment or renewal.

**A. Who must complete and submit this form.** Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a “foreign corporation” is one that is organized and incorporated outside the United States of America.

#### Check applicable box:

☐ Respondent’s principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid (“ITB”), Request for Proposal (“RFP”) or contract package if there was no bid process.

☐ Respondent’s principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

#### B. Additional definitions.

- 8) “Large state contract” has the same meaning as defined in section 4–250 of the Connecticut General Statutes;
- 9) “Respondent” means the person whose name is set forth at the beginning of this form; and
- 10) “State agency” and “quasi-public agency” have the same meanings as provided in section 1–79 of the Connecticut General Statutes.

#### C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

#### CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Respondent Name

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court (or Notary Public)

\_\_\_\_\_  
My Commission Expires

## Appendix C—Forms and Certifications

### VI. SEEC Form 10 – Notice of Campaign Contribution and Solicitation Limitations



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

### *Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents*

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being

voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.



## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,  
[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"

## Appendix C—Forms and Certifications

### VII: Nondiscrimination Certification



#### STATE OF CONNECTICUT

#### NONDISCRIMINATION CERTIFICATION — Affidavit

#### By Entity

#### For Contracts Valued at \$50,000 or More

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

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#### INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

#### AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_.  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public

\_\_\_\_\_  
Commission Expiration Date

## **APPENDIX D PRICING/COST PROPOSAL SUBMISSION**

**Appendix D: Pricing/Cost Proposal Submission****I: Transition Design and Implementation Costs Bid Schedule**

	Transition Design & Implementation Costs	Fees	Hours (if applicable)
1	Transition Labor Costs (Required Services): Labor costs associated with the design, development and implementation of the Respondent - owned or leased systems (excluding Reporting Costs – See item 7). Each component must be separately listed and priced.		
2	Transition Hardware and Software Costs (Required Services): Hardware and software costs associated with design, development and implementation of Respondent - owned or leased systems (excluding Reporting Costs – See Item 7). Each component must be separately listed		N/A
3	Transition Labor Costs (Optional Services): Labor costs associated with the design, development, and Implementation of the Respondent - owned or leased systems, as defined in the RFP (Value Added Services).		
4	Transition Hardware and Software Costs (Optional Services): Hardware and Software costs associated with the design, development and implementation of the Respondent - owned or leased systems, as defined in RFP Attachment xxx (Value-Added		N/A
5	Data Migration Start-up and Transition Costs: Costs associated with the migration of Customer data from the Exchange’s existing Call Center vendor into the platform’s owned or leased systems and data repositories.		
6	Staff Readiness Start-up and Transition Costs: Costs associated with hiring, onboarding and initial training of “GO LIVE” staff to ensure that Respondent’s staff are fully knowledgeable of the Exchange’s programs and policies, Exchange systems functionality and Respondent - owned systems are fully equipped to successfully transition call responsibilities from Existing Vendor staff to the Respondent staff. (one-time costs only – ongoing costs to be included in the ongoing operations price proposed)		



7	<p>Reporting Start-up and Transition Costs:</p> <p>One-time costs associated with design, development and implementation of a reporting system and custom reports package that meets the needs of the Exchange as defined in the RFP - including RTM 10.0 – Reporting and Data Access.</p>		
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## Appendix D: Pricing/Cost Proposal Submission

### II: Exchange Proposal Pricing Grids

#### A. EXCHANGE ONGOING OPERATIONS -QHP

Number of Members	PMPM				
	Ongoing Operations Year 1	Ongoing Operations Year 2	Ongoing Operations Year 3	Ongoing Operations Opt Year 4*	Ongoing Operations Opt Year 5*
1 – 75,000					
75,001 – 85,000					
85,001 – 95,000					
95,001 – 105,000					
105,001 – 115,000					
115,001 – 125,000					
125,001 – 135,000					
Over 135,001					

#### B. EXCHANGE ONGOING OPERATIONS – MEDICAID

Number of Members	PMPM				
	Ongoing Operations Year 1	Ongoing Operations Year 2	Ongoing Operations Year 3	Ongoing Operations Opt Year 4*	Ongoing Operations Opt Year 5*
1 – 500,000					
500,000 – 550,000					
550,001 – 600,000					
600,001 – 650,000					
650,001 – 700,000					
700,001 – 750,000					
Over 750,000					

#### C. ONGOING OPERATIONS – VALUE ADDED SERVICES

Respondent must identify ongoing costs associated with Value Added Services it has submitted as part of its proposal to the Exchange. Labor must be identified separately. Each component must be separately listed.

**Appendix D: Pricing/Cost Proposal Submission****III: Pricing Impact Schedule -KPI/SLA Changes**

<b>Abandonment (%)</b>	<b>Avg. Speed of Answer</b>	<b>% Change in Rate</b>	<b>Adjusted PMPM Rate</b>	<b>Respondent Notes</b>
5	60			
6	90			
7	90			
8	120			
9	150			
10	150			
11	180			
12	210			

**NOTE**

Respondents should prepare narratives and schedules for any other performance management components (including other KPI/SLAs) that would be subject to change as a normal course of Exchange budget or operating requirements. Respondent analysis should provide similar information on pricing impacts (as per above) that the Exchange must be aware of.

**APPENDIX E**  
**SAMPLE NOTICES/MAILING**

## Appendix E: Sample Notices/Mailings

### I. Annual Open Enrollment Renewal Notice

State of Connecticut  
Health Insurance Exchange

NAME  
ADDRESS  
CTIY,STATE, ZIP

**Subject – Annual Open Enrollment Renewal Notice**

Dear NAME,

Access Health CT's annual Open Enrollment period for selecting and renewing your Qualified Health Plans (QHP) for the upcoming year is 11/15/2015 through 02/15/2016. During this time, you and members of your household can make health coverage selections for the 2015 coverage year. Enrollments completed by 12/15/2015 will be effective January 1st, 2016. If anyone in your household is enrolled in HUSKY A or D (Medicaid) or HUSKY B (Children's Health Insurance) they will get a separate notice before their renewal period.

**Please read this entire notice.** This notice has important information about your health coverage for 2015 and the next steps you need to take to renew your coverage.

Carrier Name: Anthem Blue Cross and Blue Shield

Plan Name: Anthem Bronze DirectAccess w/HSA - cdeh

Enrollee Name	Coverage period	Individual Monthly Premium
NAME	08/01/2015	\$236.42

Based on information in your latest Access Health CT application, you are eligible for:

**Eligible Individuals:**

Qualified Health Plan	Begin Date
NAME 01/01/2016	

The following individuals are not eligible for certain health care coverage programs. Please see the eligibility decision(s) below:

**Denied Individuals:**

Name	Program	Reason	House Income	Household Income
Patricia Lee	Qualified Health Plan		Individual is currently	

You can continue coverage with your current Qualified Health Plan (QHP). However, in 2015 there may be some changes to the plan you are currently enrolled in. To view these changes and additional plan details, please see the **Benefits Chart** included with this notice.

Please sign the **Signature Form** included in this notice and return it to Access Health CT. **If you do not take any action by 12/01/2015 we will automatically renew your coverage in your current QHP for 2016.** However, you have until 12/15/2015 to make changes to your coverage which will be effective on January 1st, 2016. Should there be a change in your income, household size or composition, tax filing status, address or any other information in your application; you are required to report this change to Access Health CT within 30 days of this change. Failure to do so could result in civil money penalties and/or tax penalties.

If you need to report a change or wish to change your QHP or the APTC amount for 2016, please follow the steps listed below:

**How to Renew Your Coverage/Report a Change**

Please follow the steps listed below if you wish to make any changes to your coverage or select a new plan. You must complete these steps during the Open Enrollment period, from 11/15/2015 to 02/15/2016.

Log in to your Access Health CT account at [www.accesshealthct.com](http://www.accesshealthct.com)

Click the "Report a Change/Renew Coverage" Quick Link from your account home screen

Review and confirm that each applicant's information is accurate

Report any changes necessary

Provide your electronic signature and SUBMIT  
Select a plan and COMPLETE THE ENROLLMENT PROCESS

If you do not wish to renew online, you may also renew your coverage during the 2016 Open Enrollment period by contacting Access Health CT (see **How to Contact Access Health CT** below).

**You must report changes**

You must report any changes that might affect your and your household's health coverage, such as, if: You move;  
Your income changes;  
Your household size changes. For example, you marry or divorce, become pregnant, or have a child; Your immigration status changes;  
Your health insurance changes; or

To report any changes, you can contact Access Health CT (see **How to Contact Access Health CT** below).

**How to Contact Access Health CT**

Contact Access Health CT if you need to report changes, select a plan or program or have any questions about this notice. Let us know if you need help applying for health care coverage or accessing your account. You can contact Access Health CT:

Online at [www.accesshealthct.com](http://www.accesshealthct.com) or

By calling the Access Health CT Contact Center 1-855-805-HEALTH (1-855-805-4325) or, for those individuals who are deaf or hard of hearing, the TTY number 1-855-789-2428

If you have a disability you may request and receive a reasonable accommodation or special help from Access Health CT, when it is necessary to allow you to apply for and receive services through Access Health CT.

Sincerely,  
Access Health CT

## Appendix E: Sample Notices/Mailings

### II. Missing Information Notice

State of Connecticut  
Health Insurance Exchange

NAME  
ADDRESS  
CTIY,STATE, ZIP

#### Subject – Annual Open Enrollment Renewal Notice

Dear NAME,

The application for health insurance that you submitted on is not complete.

We need you to complete the following sections on the attached form for the individuals listed below to determine whether you and your household members are eligible for Medicaid or other healthcare coverage through the Access Health CT.

#### NAME, NAME

Step 4: Read & sign this application.

Please complete and send back the attached application form with this notice by 10/01/2016. You may send it: By Fax 860-474-1755  
By mail at PO BOX # 670, MS#52HIE, Manchester, CT 06045-0670

#### How to Contact the Exchange

Contact the Exchange if you have any questions. Let us know if you need help applying for health care coverage or accessing your account. You can contact the Exchange:

Online at [www.accesshealthct.com](http://www.accesshealthct.com) or  
By calling 1-855-805-HEALTH (1-855-805-4325) and 1-855-789-2428

If you have a disability you may request and receive a reasonable accommodation or special help from the Exchange, when it is necessary to allow you to apply for and receive services through the Exchange.

Sincerely,  
Access Health CT

Appendix E: Sample Notices/Mailings

III. Individual Eligibility Determination Notice

	State of Connecticut Health Insurance Exchange	
NAME		Application ID: XXXXX
ADDRESS		
CTIY,STATE, ZIP		

Subject – Eligibility decision(s) for Health Care Coverage

Dear CUSTOMER,

We received your application on 06/24/2016 for health care coverage through Access Health CT. This notice is to let you know if you and other people in your household are eligible for health care coverage through Access Health CT.

**Please read this entire notice.** You have the right to appeal the decision(s) on this notice. This notice has important information about your eligibility and appeal rights.

You and the household members listed are eligible for the healthcare coverage listed below:

Approved Individuals:

QHP with Cost Sharing Reduction (CSR)	Begin Date	Program Selected
NAME	07/01/2016	×
NAME	07/01/2016	
NAME	07/01/2016	

Based on a household size of 3, and the income you confirmed on your application of \$1000, you are eligible to receive up to \$818 in premium tax credits per month to apply towards paying for a Qualified Health Plan (QHP). In addition, you are also eligible for a cost-sharing benefit that will reduce your out-of-pocket insurance costs.

The following individuals are not eligible for certain health care coverage programs. Please see the eligibility decision(s) below:

Denied Individuals:

Name	Program	Reason	House hold Size	Income Standard	Household Income confirmed by applicant
NAME	HUSKY A/Medicaid for Parents & Caretakers	Individual does not meet the Medicaid financial criteria the Medicaid financial criteria (42 CFR 435.116 (pregnant women), 42	3	\$3315.00	\$8333

**How we made our decision(s)**

We counted your household size and income based on what you told us and other information available to us from federal and other databases.

If you think we made a mistake, you have the right to appeal. You can keep your existing medical health coverage while you appeal. For information on how to appeal, see the Appeal Rights and Deadlines section of this notice.

**State Medicaid Programs**



If any member of your household is aged, blind, disabled or in need of long term care, please visit [www.connect.ct.gov](http://www.connect.ct.gov) to see if anyone is eligible for other benefits.

**You must report changes**

While receiving health coverage through Access Health CT, you must report any changes that might affect your and your household's health coverage, such as, if:

You move;

Your income changes;

Your household size changes. For example, you marry or divorce, become pregnant, or have a child; Your immigration status changes;

Your health insurance changes; or

To report any changes, you can contact the Exchange.

**How to Contact Access Health CT**

Contact Access Health CT if you need to report changes, select a plan or program or have any questions about this notice. Let us know if you need help applying for health care coverage or accessing your account. You can contact Access Health CT:

Online at [www.accesshealthct.com](http://www.accesshealthct.com) or

By calling the Access Health CT Contact Center 1-855-805-HEALTH (1-855-805-4325) or, for those individuals who are deaf or hard of hearing, the TTY number 1-855-789-2428

If you have a disability you may request and receive a reasonable accommodation or special help from Access Health CT, when it is necessary to allow you to apply for and receive services through Access Health CT.

Sincerely,  
Access Health CT

**APPENDIX F**  
**OPERATING CALENDAR 2016/2017**

**Appendix F: Operating Calendar 2016/2017**

<b>Fiscal Year *</b>	<b>July 1, 2015 – June 30, 2016 July 1, 2016 – June 30, 2017</b>
<b>Open Enrollment 4</b>	<b>October 15, 2016 – December 7, 2016</b>
<b>1095-A Distribution</b>	<b>January 15, 2017</b>
<b>Medicaid Enrollment</b>	<b>July, 2016 – June, 2017</b>

\*Access Health CT recognizes all Federal Holidays and most State Holidays.

**APPENDIX G**  
**BUSINESS PROCESS, TRAINING & TECHNICAL**  
**OPERATING INFORMATION**

## Appendix G: Business Process, Training & Technical Operating Information

### I. Service Tiers / Business Processes

#### Call Service Tiers

The four major types of call center service interaction listed by level of Exchange Call Center service required include:

**Tier 0 Self Service (Web Portal/Individual Never Calls/Individual Assisted by Brokers/Navigators)** - individual either does not call in, or individual inquiries can be directed to the Web, or individual can utilize either a Broker or a Navigator to resolve their inquiries. Consumers are able to receive the required level of support through Tier 0 self-service functionality in the Exchange web portal without direct contact with the Exchange Call Center personnel.

**Tier 1 Exchange Call Center (Simple Inquiry or IVR)** – calls that relate to simple consumer inquiries and that can be resolved within the first three minutes.

**Tier 1 and Tier 2 Exchange Call Center (MAGI Eligibility & Enrollment Support)** – calls that would require assisting the individuals to determine their eligibility; calls to complete enrollment information for CHIP/Medicaid eligibles.

**Tier 1 and Tier 2 Exchange Call Center (Broker Referral - Exchange Plan Enrollment)** – calls from consumers who are eligible for a QHP and need assistance to enroll in a QHP plan – they will be referred immediately to a licensed Broker within the first three minutes.

The Exchange Respondent is expected to provide a service platform, process and procedures that will channel consumers to self-serve where so directed by the Exchange. Exchange Respondent will be managed to implement capability to steadily increase the flow to the self-serve channels on a quarterly basis.

## Key Call Center Business Processes

	Business Process	Description of Process
<b>BP-01</b>	Initiate/Resolve Inquiry	The course of a consumer reporting and expecting resolution of an inquiry to the Exchange.
<b>BP-02</b>	Initiate/Resolve Complaint	The course of a consumer reporting and expecting resolution of a complaint filed to the Exchange.
<b>BP-03</b>	Provide Eligibility Assistance	The course of a consumer seeking information on eligibility and enrollment and handling of such processes by the Call Center for the Exchange.
<b>BP-04</b>	Consumer Satisfaction Management & Survey	This process measures a consumer's satisfaction with the outcome of each inquiry , service task or complaint; the resolution status is recorded and the Call Center validates that there are no more steps to be taken (resolved).
<b>BP-05</b>	Process Applications/ ReEnrollments	The course of a consumer seeking assistance in the submitting /completion of an initial application; and request for support during the annual re-enrollment process used by the Exchange.
<b>BP-06</b>	Change of Status	The process taken for changing the status of a consumer's benefits. Change of status can be triggered by: the Eligibility Management System (EMS), DSS, the Carrier, or requested by the consumer.
<b>BP-07</b>	1095(A) Inquiries	Call Center Representatives may be required to provide Tier One assistance with consumer inquiries regarding the issuance of 1095 (A) tax statements. These duties would include the following: <ol style="list-style-type: none"> <li>1. Answer simple - high level consumer questions</li> <li>2. Perform demographic changes for consumer</li> <li>3. Request a reprint of 1095(A) statements</li> <li>4. Direct Medicaid callers with 1095 (C) questions to the DSS call center</li> </ol>

### NOTE regarding BP-05 / BP-06):

Broker Referrals (XREF: BP-05, BP-06)	Call Center Representatives will refer all QHP eligible callers immediately to one of the lead broker agencies who will complete the enrollment into an appropriate health plan for the caller and dependents. This referral will be accomplished via a warm transfer to the broker agency. Call Center representatives will remain on the line with the consumer until there is a pick up by an agency representative (warm transfer). Call Center representatives will provide the lead agency with the name of the caller, the application number of the caller and then disengage from the call. Brokers will complete the enrollment into a health plan.
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**BP-01: Initiate/Resolve Inquiry**  
**Exchange Blueprint Model**  
**Consumer Assistance**

Connecticut Health Insurance Exchange

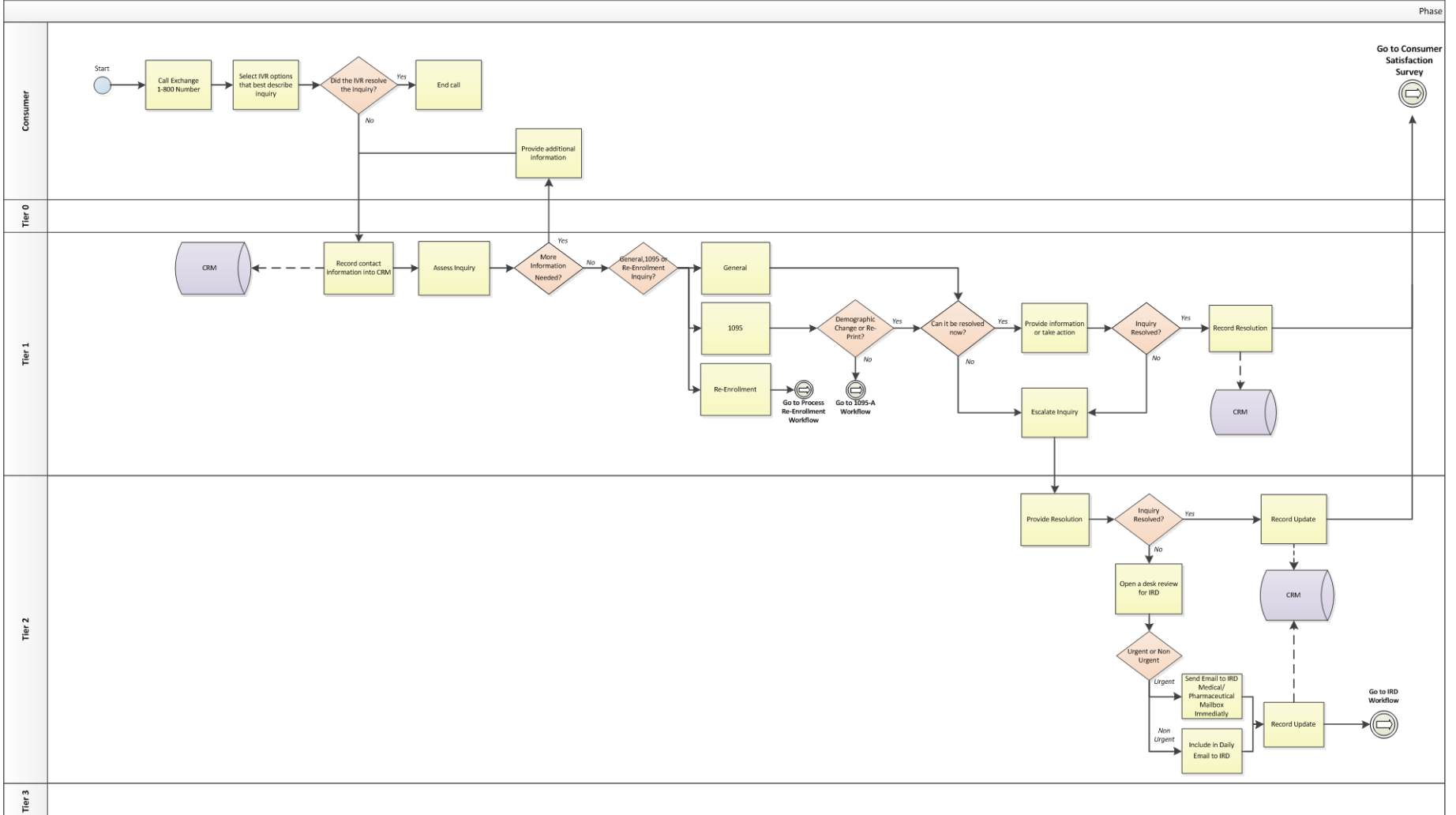
**Synopsis**

This process flow depicts the course of a consumer reporting and resolution of an inquiry to the Connecticut Health Insurance Exchange.

**Notes**

In the event the current queue exceeds CCR capacity, the CCR will refer to the collected contact information and contact the consumer for proper resolution if the individual has opted for the call back option.

**Legend:**



**BP-02: Initiate/Resolve Complaint**  
**Exchange Blueprint Model**  
**Consumer Assistance**

Connecticut Health Insurance Exchange

**Synopsis**

This process flow depicts the course of consumer reporting and resolution of a complaint filed to the Connecticut Health Insurance Exchange.

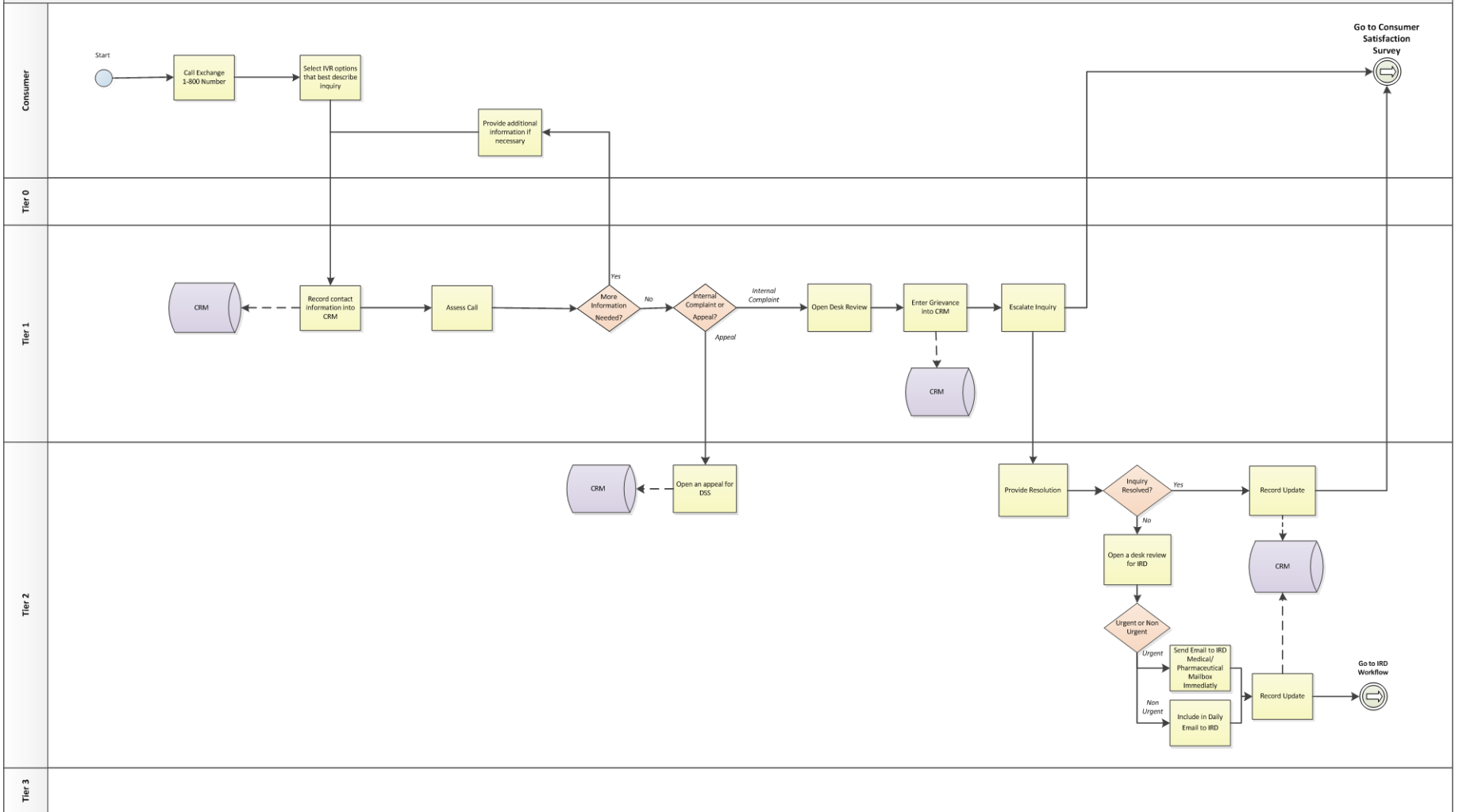
**Notes**

In the event the current queue exceeds CCR capacity, the CCR will refer to the collected contact information and contact the consumer for proper resolution if the individual has opted for the call back option.

**Legend:**



Phase





**BP-03: Provide Eligibility Assistance**  
**Exchange Blueprint Model**  
**Consumer Assistance**

Connecticut Health Insurance Exchange

**Synopsis**

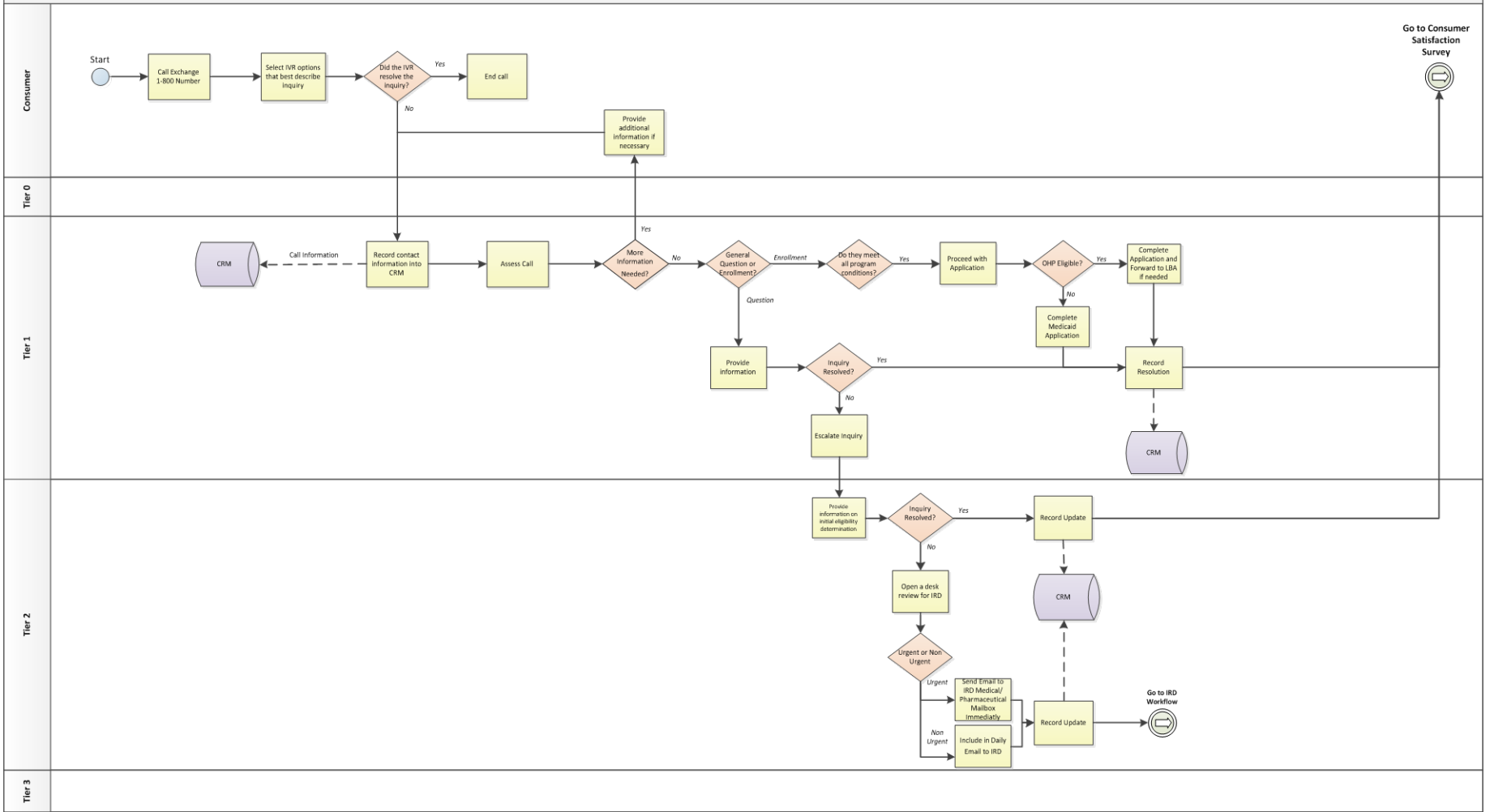
This process flow depicts the course of a consumer seeking information on eligibility and enrollment and handling of such processes by Consumer Support for the Connecticut Health Insurance Exchange.

**Notes**

**Legend:**



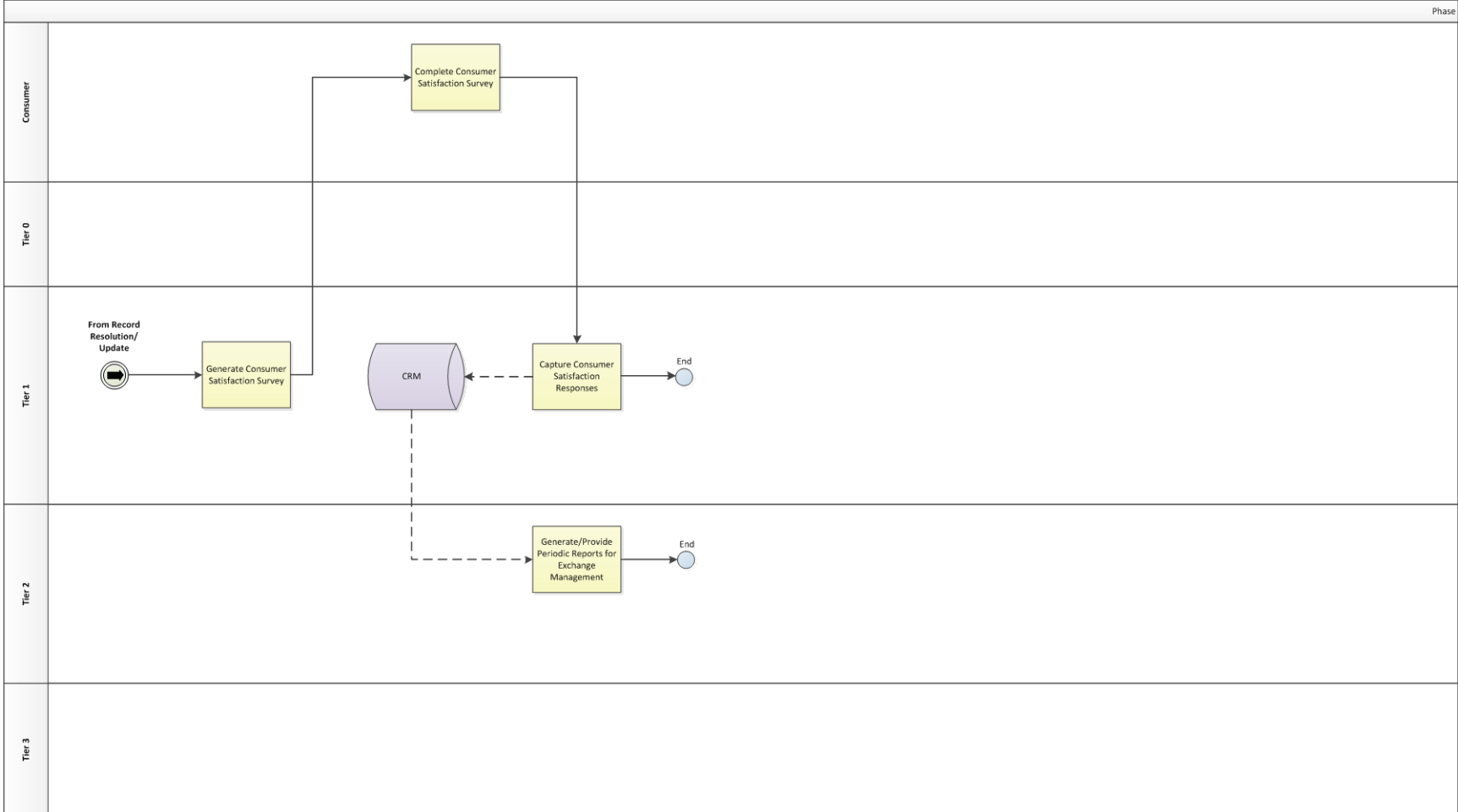
Phase



**BP-04: Consumer Satisfaction Management & Survey**  
**Exchange Blueprint Model**  
**Consumer Assistance**  
**Connecticut Health Insurance Exchange**

**Synopsis**  
 This process flow depicts the consumer satisfaction review conducted by the Connecticut Health Insurance Exchange. This process measures a consumer's satisfaction with the outcome of the inquiry or complaint resolution and validates that there are no more steps to be taken.

**Notes**  
 All calls must be offered a satisfaction survey.



**BP-05: Process Application/Enrollments  
Exchange Blueprint Model  
Consumer Assistance**

Connecticut Health Insurance Exchange

**Synopsis**

This process flow depicts the re-enrollment process used by the Connecticut Health Insurance Exchange.

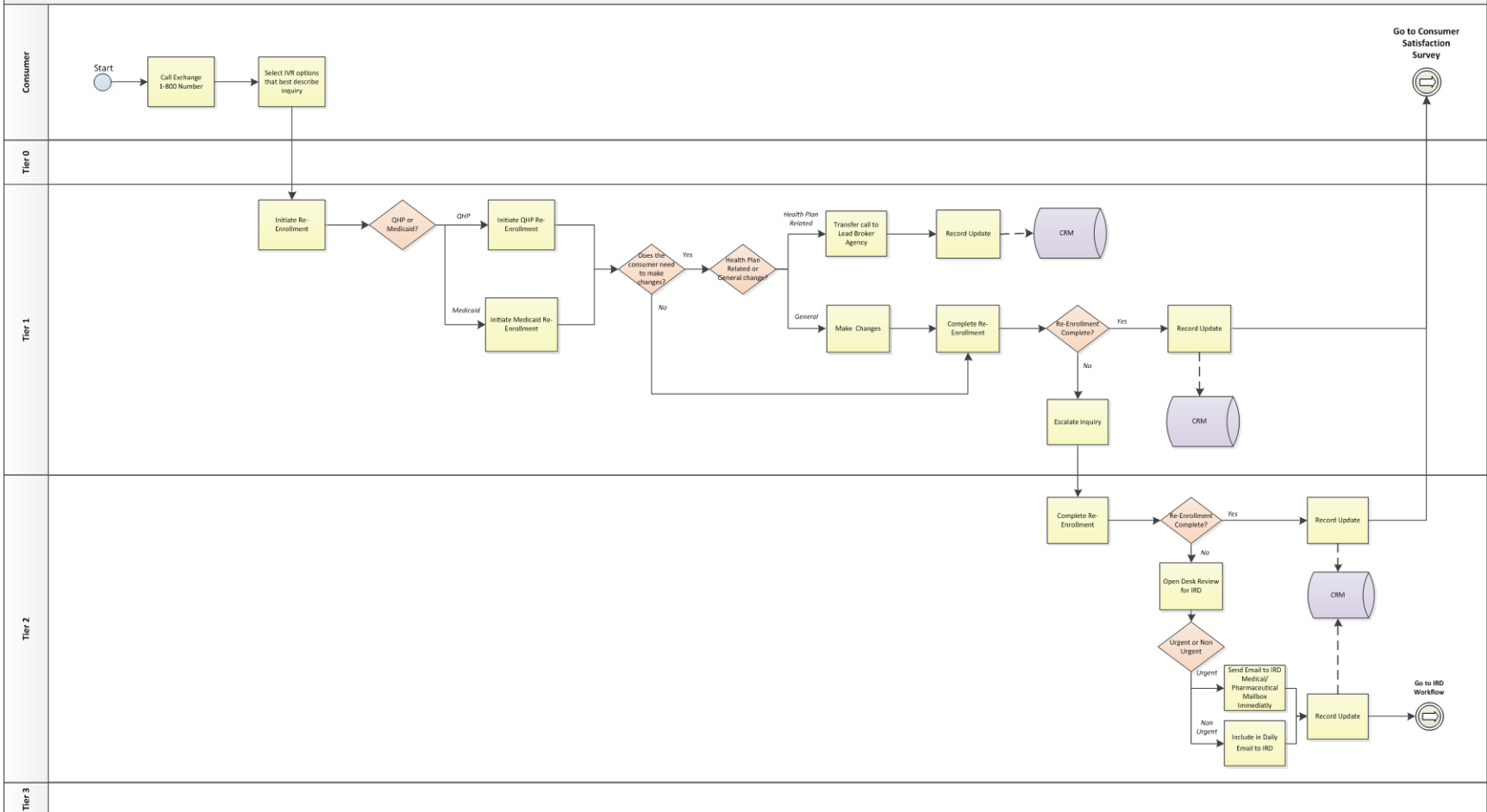
**Notes**

If the requested verification information is not provided by the consumer, their application is still processed but denied eligibility.

**Legend:**



Phase



**BP-06: Change of Status  
Exchange Blueprint Model  
Consumer Assistance**

Connecticut Health Insurance Exchange

**Synopsis**

This process flow depicts the process taken for changing the status of a consumer's benefits. Change of status can be triggered by EMS, DSS, the Carrier, or requested by the consumer.

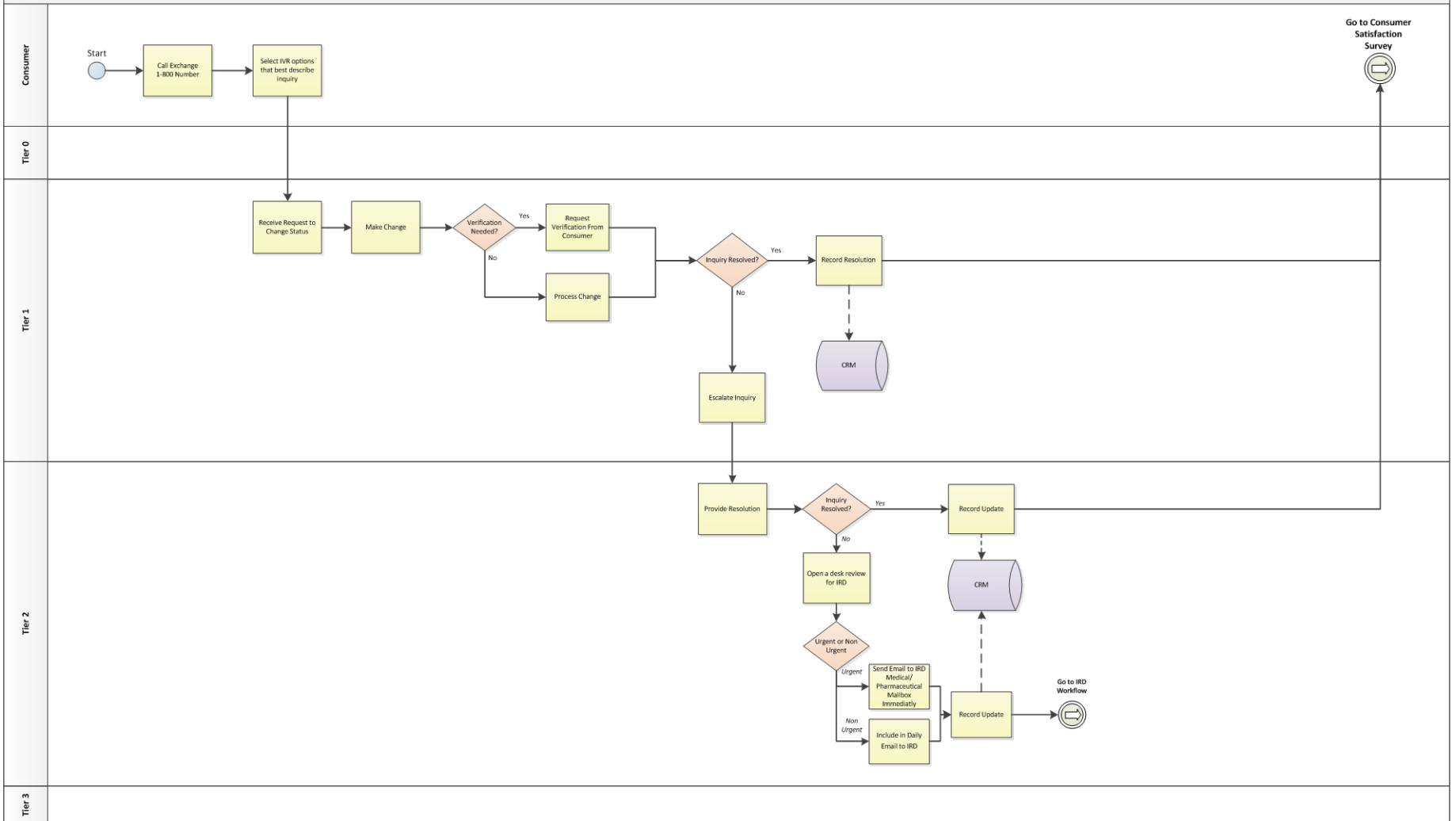
**Notes**

If the current queue exceeds CSR capacity, the CSR will refer to the collected contact information and contact the consumer for proper resolution.  
If the requested verification information is not provided by the consumer, appropriate changes are still processed.

**Legend:**



Phase



**BP-07: 1095-A  
Exchange Blueprint Model  
Consumer Assistance**

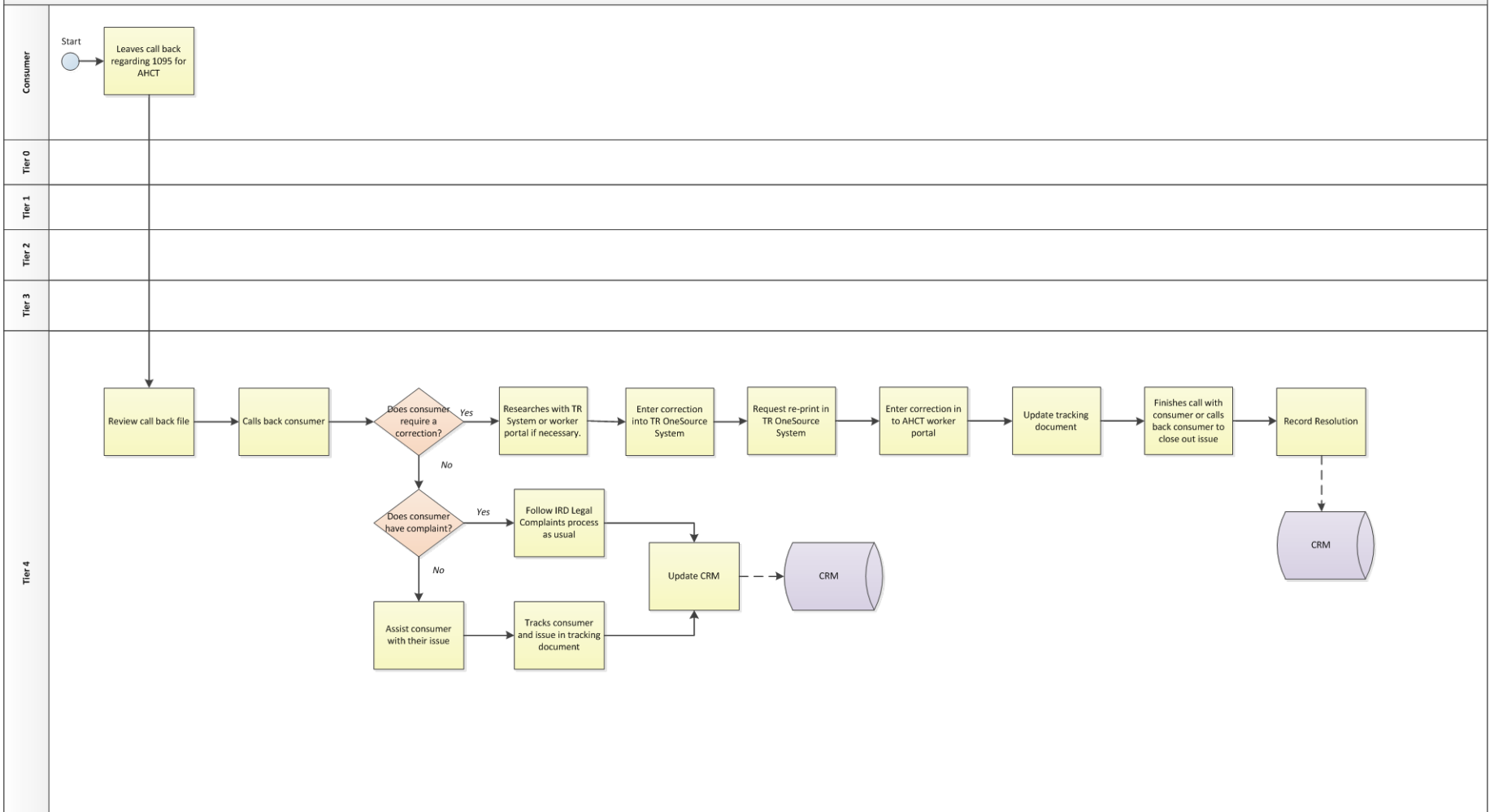
Connecticut Health Insurance Exchange

**Synopsis**  
This process flow depicts the 1095-A review conducted by the Connecticut Health Insurance Exchange.

Notes



Phase



## Appendix G: Business Process, Training & Technical Operating Information

### II. Training Matrix

Listed in the table below is the Training curriculum that the Exchange requires all customer facing employees, whether the Respondents call center employees or Exchange employees. No one is permitted customer phone access without successfully completing this training course. The curriculum is in addition to the bidders existing bidders training program. This curriculum is delivered through a web-based Learning Management System (“LMS”). Upon receipt of an Intent to Bid, the Exchange can be contacted to provide an online link and ID for Respondent personnel to access LMS during the proposal preparation period.

The Exchange strongly encourages Respondents to examine the Worker Portal training module in particular. LMS provides a side by side presentation of the Exchange HIX system data entry/transaction screens/ flow along with the applicable worker process instructions.

#### **Training Requirements Curriculum Overview**

<b>The Call Center Training</b>	<ul style="list-style-type: none"><li>• Working Knowledge of the Insurance Industry</li><li>• Understanding of Health Plans</li><li>• Basic Knowledge of the Huskie Programs</li><li>• HIPAA</li><li>• System Security</li><li>• Customer Service Skills</li><li>• Empathic Listening Skills</li><li>• CRM Documentation</li><li>• Lengthy Shadowing Process Plan</li><li>• Detailed Skills Evaluation Program</li><li>• Typing and Test Prior To Hiring</li><li>• Basic Business Writing Evaluation Prior To Hiring</li></ul>
<b>Access Health CT Learning Center Foundational Knowledge</b>	<ul style="list-style-type: none"><li>• Introduction to the Affordable Care Act</li><li>• Introduction to Access Health CT</li><li>• Introduction to Health Insurance</li><li>• Eligibility for Health Coverage</li><li>• Introduction to Modified Adjusted Gross Income (MAGI)</li><li>• Tax Reconciliation (1095)</li></ul>

<p><b>Access Health CT Learning Center Consumer Portal</b></p>	<p>Consumer Portal Basics</p> <ul style="list-style-type: none"> <li>• Exploring the Access Health CT Home Page</li> <li>• Pre-Qualification Screening for Health Insurance</li> <li>• Linking an application to an account</li> <li>• Creating an account</li> </ul> <p>Consumer Portal Intermediate</p> <ul style="list-style-type: none"> <li>• Starting Your Application</li> <li>• Build Your Household</li> <li>• Individual Details</li> <li>• Tax information</li> <li>• Save, Exit, or Continue an Application</li> <li>• Household Income</li> <li>• Household Deductions</li> <li>• Additional Questions</li> <li>• Application Review and Submit</li> <li>• Uploading Documents</li> <li>• Eligibility Determination</li> <li>• Change Reporting</li> </ul> <p>Consumer Portal Test</p>
<p><b>Access Health CT Learning Center Worker Portal</b></p>	<p>Worker Portal Basics</p> <ul style="list-style-type: none"> <li>• Work Item and Document Search</li> <li>• Create a New User</li> <li>• User Search and Manage Users</li> <li>• Application Search</li> </ul> <p>Worker Portal Intermediate</p> <ul style="list-style-type: none"> <li>• Before you Begin a New Initial Application</li> <li>• Create a new application</li> <li>• Applicant and Family Section</li> <li>• Household Relationships</li> <li>• Contact Information</li> <li>• Person Information</li> <li>• Income Information</li> <li>• Detailed Person Information</li> <li>• Family Health Coverage</li> <li>• Confirm Application</li> <li>• Application Review</li> <li>• Eligibility Determination</li> <li>• Verification and VCL</li> </ul> <p>Worker Portal Test</p>

## Appendix G: Business Process, Training & Technical Operating Information

### III. Technical Information and Operating Models

#### Current Call Center Equipment Overview

Function	Current Vendor Supporting Equipment/System	Exchange Notes for RFP Requirements
Staff Workstations/Laptops	<ul style="list-style-type: none"> <li>Dell computers</li> <li>Dual monitors for CCRs, Supervisors and Brokers</li> <li>Windows 7 OS or current supported standard</li> </ul>	Expect Respondent workstation to be Windows-based and maintain MS version current with the Exchange and installed web browser compliant with Exchange list of approved web browsers and versions
Telephones Headsets	<ul style="list-style-type: none"> <li>Avaya 1150E/1140E/1120E</li> <li>Plantronics HW251N and HW261N SupraPlus</li> </ul>	Vendor Choice
Telephone System: PBX ACD Voice Mail Call Recording	<ul style="list-style-type: none"> <li>Avaya Communication Server (CS) 1000E</li> <li>Avaya Aura Contact Center</li> <li>Avaya Aura Call Pilot</li> <li>TelStrat Engage Record and Capture</li> </ul>	Expect Respondent Telephonics platform to be current with the respective vendor releases. Respondent platform must be capable of capturing and archiving customer call level data for Exchange analytics
Call Tracking	<ul style="list-style-type: none"> <li>Oracle Customer Relationship Management (CRM)</li> </ul>	Exchange has option to transfer CRM license from current vendor to the Exchange.
Knowledge Management	<ul style="list-style-type: none"> <li>Oracle Knowledge</li> </ul>	Exchange has option to transfer CRM license from current vendor to the Exchange.
Interactive Voice Response (IVR)	<ul style="list-style-type: none"> <li>Contact Solutions, Inc. hosted inbound IVR</li> <li>Computer Telephony Integration (CTI)</li> </ul>	Currently only functions as a Call router– looking to leverage self-serve functionality in Respondents proposed platform.
Outbound Dialer	<ul style="list-style-type: none"> <li>Contact Solutions, Inc. hosted outbound IVR</li> </ul>	Vendor Choice
Workforce Management	<ul style="list-style-type: none"> <li>Pipkins hosted Workforce Management</li> </ul>	Vendor Choice
TTY	<ul style="list-style-type: none"> <li>myTTY PC-based TTY software and modem</li> </ul>	Vendor Choice
Network – LAN/WAN Equipment	<ul style="list-style-type: none"> <li>Cisco Catalyst switches</li> <li>Cisco routers</li> <li>Check Point firewalls</li> </ul>	<ul style="list-style-type: none"> <li>Cisco Catalyst switches</li> <li>Cisco routers</li> <li>Check Point firewalls or Exchange approved firewall</li> </ul>



<b>Network – FTP Server</b>	<ul style="list-style-type: none"> <li>• Dell PowerEdge</li> <li>• Hosted in Reston, Virginia data center</li> </ul>	<ul style="list-style-type: none"> <li>• Server running Microsoft OS with compliant and approved FTP server installed.</li> <li>• Domestic data warehouse location with 24x7 Exchange access via internet</li> </ul>
<b>Fileserver, E-mail, Support</b>	<ul style="list-style-type: none"> <li>• Dell PowerEdge servers</li> <li>• Microsoft Active Directory</li> <li>• Microsoft Exchange e-mail</li> <li>• Altiris patch management</li> </ul>	<ul style="list-style-type: none"> <li>• Server running Microsoft OS</li> <li>• Microsoft Active Directory</li> <li>• Microsoft Exchange e-mail</li> </ul>
<b>Printing, Fax</b>	<ul style="list-style-type: none"> <li>• Various – predominantly HP Laser printers</li> <li>• ActFax desktop fax server application</li> <li>• Scanner</li> <li>• Kodak scanner</li> </ul>	Vendor Choice

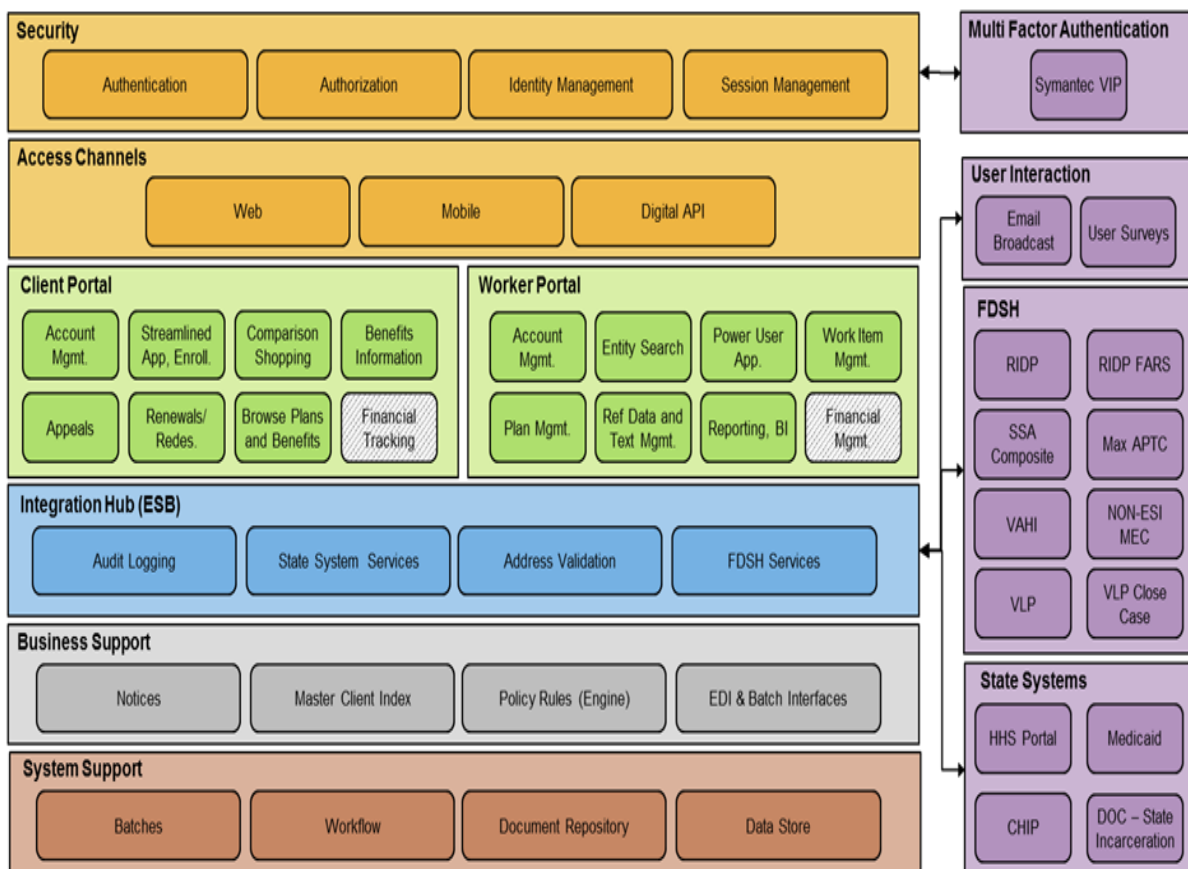
## Appendix G: Business Process, Training & Technical Operating Information

### IV. Technical Operating Diagrams

Located below are infrastructure diagrams that give information on the design and build of the CT Exchange. The hardware shown within are located and hosted by the State of Connecticut Hosting service. The systems are available 24x7/365 with minimal downtime.

The Exchange also leverages the Federal Data Services Hub for information needed to complete the application process. The Federal Data Services Hub is a real time feed for new application processing. The system design leverages this service in a way that is transparent to the Call Center worker and consumer.

#### Architectural Infrastructure Diagram



## **APPENDIX H**

### **PERFORMANCE GUARANTEE/KPI**

## Appendix H: Performance Guarantee/Key Performance Indicators (KPI)

The Respondent will provide a written narrative for KPIs results, corrective actions, and timelines. The Respondent agrees the performance management period will run from contract inception to contract termination ("Contract Performance Period"). The Respondent agrees that the Exchange KPIs are subject to both annual change and changes within a year as Exchange operational and financial objectives emerge. The Respondent agrees that the Exchange will have review and signoff on all CSR QA protocols and quality measures. The Respondent will be required to provide service levels in accordance with the following Key Performance Indicators:

Measure	KPI
Service Measures – Accessibility: <ul style="list-style-type: none"> <li>○ Blockage</li> <li>○ Hours of Operation</li> <li>○ Abandons</li> <li>○ Self Service</li> </ul>	<u>Blockage</u> : weekly rate will be no more than: 2%. <u>Hours of Operation</u> : available 8am to 6pm EST Monday through Friday except at Exchange approved times for system maintenance. Note: Open Enrollment hours include Saturdays 10am to 3 pm. <u>Abandon rate</u> : less than 5% <u>Self Service</u> : discuss readiness of Respondent to provide new platform with HIX data for self-serve
Service Measures – Speed of Service: <ul style="list-style-type: none"> <li>○ Total Service Level</li> <li>○ Average Speed of Answer</li> <li>○ Longest Delay in the Queue</li> </ul>	<u>Total Service Level</u> : answer 90% of calls within 30 seconds, 95% of calls within 45 seconds, and 99% of calls within 60 seconds over a measurement period of each day. <u>Average Speed of Answer</u> : 60 seconds or less. <u>Longest Delay in Queue</u> : <i>Respondent must provide reason for delays and mitigation plan for future delay situations</i>
Quality Measures – Resolution: <ul style="list-style-type: none"> <li>First Call Resolution</li> <li>Repeat Call Rate               <ul style="list-style-type: none"> <li>○ Transfer Rate</li> <li>○ Customer Satisfaction</li> </ul> </li> </ul>	<u>First Call Resolution</u> (all calls): 65% or greater. <u>First Call Resolution</u> (net FCR) (resolvable calls): 85%. <u>Transfer Rate</u> : <i>to be discussed</i> <u>Consumer Satisfaction</u> (CSAT) goal: 90% or better; min sample size 25% with prorata distribution across Exchange call programs/ types/reasons
Quality Measures – Call Process: <ul style="list-style-type: none"> <li>○ Etiquette</li> <li>○ Knowledge/Competency</li> <li>○ Error/Rework Rate</li> <li>○ Adherence to Protocol</li> </ul>	<i>These will be discussed during to be discussed during Contract discussions. Expected to largely come from the Respondents CSR/QA Monthly Assessment process.</i>

<p>Efficiency Measures –Contact Handling:</p> <ul style="list-style-type: none"> <li>○ Average Handle Time</li> <li>○ On Hold Time</li> <li>○ After Call Work Time</li> </ul>	<p><u>Average Handle Time (AHT)</u> : 14 minutes or less ( talk time before a call is resolved, closed at Tier 1 or transferred to Tier 2)</p> <p><u>On Hold Time:</u> the weekly average wait or hold time will not exceed 120 (one-hundred twenty) seconds per call.</p> <p><u>After Call Work Time:</u> Respondent CSR will adhere to 70 seconds after call for completion of case comments</p>
<p>Efficiency Measures – Resource/Cost:</p> <ul style="list-style-type: none"> <li>○ Turnover Rate</li> <li>○ Cost per Call - - OR - -</li> <li>○ Adherence to Budget</li> </ul>	<p><u>Turnover Rate:</u> 25% or less (Exchange monitored measure)</p> <p><u>Cost per Call:</u> <i>to be discussed during Contract discussions</i></p> <p><u>Adherence to Budget:</u> <i>to be discussed during Contract discussions</i></p>

# **APPENDIX I**

## **MINIMUM REQUIRED CONTRACT PROVISIONS**

### **APPENDIX I—Minimum Required Contract Provisions**

*(The Exchange may require terms different from or in addition to the below terms.)*

1. Staffing. If the Exchange requests that a staff member of the Contractor no longer provide services to the Exchange under the Agreement, the Contractor shall remove such staff member from the assignment within seven (7) days. Upon the request of the Exchange, the Contractor shall augment the remaining staff with staff acceptable to the Exchange.
2. Termination.
  - a) Notwithstanding any other provision of the Agreement, the Exchange may terminate the Agreement at any time for any reason. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date.
  - b) Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice). Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Records in its possession, custody or control; with the exception of one copy being retained to keep record of obligations but subject to confidentiality obligations set forth herein, as soon as possible and no later than thirty (30) days following the receipt of a written termination notice, together with a final invoice for Services performed to date.
3. Payment.
  - a) Compensation will be paid only after the submission of itemized documentation in a form acceptable to the Exchange. The Contractor shall bill the Exchange on a monthly basis with payment due no sooner than 30 days from receipt of the invoice. The Exchange may, prior to authorizing payment under this Section, require the Contractor to submit such additional accounting and information as it deems to be necessary or appropriate. Invoices submitted late by the Contractor may result in delayed payment.
  - b) In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under the Agreement against those undisputed amounts that are due or may become due from the Exchange to the Contractor under the Agreement or any other agreement that the Contractor has with the Exchange. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of the Agreement, all of which remedies shall survive any setoffs.
4. Representations and Warranties. The Contractor represents and warrants to the Exchange for itself and for the Contractor Agents (as defined herein), as applicable, that:
  - a) The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services;
  - b) The Contractor and Contractor Agents duly and validly exist under the laws of their states of organization and are authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
  - c) The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court

or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;

- d) Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;
- e) Neither the Contractor nor any Contractor Agent has been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;
- f) Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above;
- g) None of the Contractor's prior contracts with any governmental entity has been terminated by the governmental entity for cause.

5. Records/Intellectual Property.

- a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under the Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.
- b) The Contractor, upon the request of the Exchange, shall promptly give to the Exchange all original Records, or, in the sole discretion of the Exchange, copies thereof. **The Contractor shall maintain all original Records, or copies thereof, for a period of ten (10) years after the termination of this Agreement. Unless the Exchange designates otherwise in writing, all Records are the exclusive property of the Exchange and no one else shall have any right, including, but not limited to, any copyright, trademark or other intellectual property rights, in those Records.** Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.
- c) The Exchange shall own the Records and all work products resulting from the Services rendered by Contractor and Contractor Agents under this Agreement and all copyright and other intellectual property rights therein. The Contractor represents and warrants that the Services and any work product resulting from the Services (accept the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

6. Insurance.

- a) Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:
  - i. Commercial General Liability: Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products and completed operations,



blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

Each occurrence	\$ 1,000,000
General Aggregate	\$20,000,000
Products and Completed Operations Aggregate	\$ 5,000,000

If the annual aggregate limit is reduced below \$20,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Exchange a certificate or other document satisfactory to the Exchange showing compliance with this provision.

- ii. Automobile Liability: Contractor shall maintain automobile coverage in the amount of \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.
- iii. Workers' Compensation and Employer's Liability: Contractor shall maintain coverage in compliance with applicable workers' compensation laws and employer's liability insurance covering all of Contractor's employees acting within the course and scope of their employment with the following limits:

Each Accident	\$100,000
Disease — Each Employee	\$100,000
Disease — Policy Limit	\$500,000

This policy shall contain a waiver of subrogation against the Exchange. Any subcontractors retained by Contractor in the performance of the Services shall be subject to the same minimum requirements identified in this section and the sections below regarding Commercial General Liability and Professional Liability.

- iv. Professional Liability: Contractor shall maintain Professional Liability Insurance with a minimum limit of liability of not less than \$15,000,000 per claim and an annual aggregate of \$30,000,000. The Professional Liability Insurance shall include an endorsement for technology errors and omissions covering defense costs and/or damages resulting from Contractor's negligence or wrongful acts while performing the professional services, inclusive of design failure of electronic work processes and integration. If an endorsement is not made, a separate technology E&O policy must be obtained by the Contractor.
- v. Network Liability: Contractor shall maintain Network Liability Insurance with a minimum limit of liability of not less than \$30,000,000 per claim and an annual aggregate of \$30,000,000 with cyber coverages, inclusive of defense costs, for network intrusion, extortion, defense and damages for security and privacy, regulatory action, event management and media content. Either as an endorsed coverage under this policy, as a sublimit or as a separate policy, the Contractor shall also maintain business interruption insurance for cyber events of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- vi. Property Insurance: Property Insurance covering all office furniture, trade fixtures, office equipment, merchandise and all other items of Contractor's property used in providing the Services, including tenant improvements and all alterations and other improvements

and additions in and to any premises used by the Contractor to provide the Services (the "Premises"). Such insurance shall be written on an "all risks" of physical loss or damage basis, for the replacement cost value new without deduction for depreciation of the covered items. This coverage will also include business interruption, loss-of-income and extra-expense insurance in such amounts for direct or indirect loss insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils.

vii. Crime Insurance: Crime Insurance (or fidelity bond) shall be placed by the Contractor with a \$5,000,000 annual aggregate coverage for employee dishonesty, theft, computer funds transfer fraud, including third party liability.

- a) The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b) The policy shall include coverage for the Exchange as a Loss Payee.
- c) The policy shall include coverage for extended theft and mysterious disappearance.
- d) The policy shall not contain a condition requiring an arrest and conviction.
- e) Policies shall be endorsed to provide coverage for computer crime/fraud.

- b) The Exchange and the State of Connecticut shall be named as additional insureds on the Commercial General Liability, Automobile Liability, Employer's Liability, Professional Liability, and Network Liability policies. Coverage required under the Agreement will be primary over any insurance or self-insurance program carried by the Exchange or the State. (The policies shall be endorsed to include the following additional insured language: "The Connecticut Health Insurance Exchange d/b/a Access Health CT and the State of Connecticut shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor.")
- c) The Contractor's insurance shall include provisions preventing cancellation or nonrenewal without at least 45 days prior notice to the Exchange (10 days for nonpayment of premium). The Contractor's insurance carrier(s) shall send all notices directly to the Exchange.
- d) The Contractor will require all insurance policies in any way related to the Agreement and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Exchange, the State of Connecticut and their officers, agents, employees and volunteers.
- e) All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies having a Best's rating of A- or better or equivalent rating by Filch or S&P. The Contractor shall provide certificates showing insurance coverage required by the Agreement to the Exchange upon execution of the Agreement. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver the Exchange certificates of insurance evidencing renewals thereof. At any time during the term of the Agreement, the Exchange may request in writing and the Contractor shall, within 10 days, supply satisfactory evidence that the insurance terms are met.

7. Indemnification.

- a) The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, directors, representatives, agents, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with the Agreement, including any acts of commission and/or any omissions (collectively the “Acts”), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys’ fees and other professionals’ fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The term “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any form including without limitation any third party infringement claims; claims arising out of the acts or omissions of Contractor Agents or claims arising out of a breach of the Contractor’s representations and warranties.
- b) The term “Contractor Agents” means the Contractor’s members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under the Agreement in any capacity.

8. Compliance with Laws. The Contractor and Contractor Agents shall comply with all applicable state and federal laws and municipal ordinances in satisfying obligations under the Agreement, including, but not limited to, Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics. In any event, the Contractor shall be liable for the acts or omissions of the Contractor Agents.

9. Notice of Special Compliance Requirements. The Contractor shall comply with all provisions set forth on Exhibit A with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, Applicable Executive Orders of the Governor.

10. Confidentiality.

- a) In the event and to the extent that the Contractor or its Contractor Agents have access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data, personal health information and personally identifiable information, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form (“Confidential Information”), the Contractor agrees, for itself and its Contractor Agents, to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange’s prior written consent. The Contractor and its Contractor Agents shall comply with all applicable laws regarding personally identifiable information, including without limitation, the privacy and security standards and obligations adopted in accordance with 45 C.F.R. § 155.260(b)(3), and those privacy and security standards and obligations will be incorporated into the Agreement by reference. If the Contractor or its Contractor Agent is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.
- b) With respect to the Contractor’s obligations to maintain the privacy and security of personally identifiable information:
  - i) The Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls;

ii) The Contractor shall promptly inform the Exchange of any change in its administrative, technical or operational environments that would require an alteration of the standards of the Agreement; and

iii) The Contractor shall bind any subcontractor to the same privacy and security standards and obligations to which the Contractor has agreed in the Agreement.

- c) The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, may not be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

#### 11. Data Security.

- a) Contractor, at its own expense, has a duty to and shall protect from a breach or loss any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards. Contractor shall develop, implement and maintain a comprehensive data security program for the protection of Confidential Information for the Exchange's review and approval. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and Exchange policies concerning the confidentiality of Confidential Information. Such data security program shall include, but not be limited to, the following:
- 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - 3) A process for reviewing policies and security measures at least annually;
  - 4) Creating secure access controls to Confidential Information, including but not limited to passwords;
  - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically; and
  - 6) Redundant firewalls, vulnerability assessments, virus controls, and password maintenance.
- b) In the event of a breach of security or loss of data, the Contractor shall notify the Exchange and the Connecticut Attorney General as soon as practicable but not later than twenty-four (24) hours after the discovery or suspicion of such breach or loss. In addition to this notification requirement, should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to the Exchange and the Connecticut Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the breach.

Unless otherwise agreed to in writing by the Exchange and/or the Connecticut Attorney General, as necessary and/or appropriate, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:

- 1) Reimbursement for the cost of placing and lifting one ( 1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
  - 2) Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
  - 3) Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
  - 4) Identity theft insurance with at least \$ 25,000.00 coverage.
- c) Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the breach, but under no circumstances shall the credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Exchange or any State of Connecticut entity. Nothing in this subsection shall be deemed to limit, supersede or replace any other obligations of the Contractor with respect to a security breach or loss of data or affect the Exchange's rights and remedies against Contractor in the event of such a breach or loss.

12. Background Checks. Contractor shall ensure that each individual that will provide Services under the Agreement has passed the following background checks and screening: a Connecticut Statewide check, a statewide or county check for any other states of residence (depending upon availability); a Federal check; a Nationwide check; and social security trace and validation checks. Contractor shall not allow any individual who has been convicted of (i) any felony or (ii) a misdemeanor involving dishonesty, breach of trust, or money laundering to perform any Services for the Exchange, except where prohibited by local or state law.

13. Procurement of Equipment. At all times during the Term and Renewal Term of this Agreement, in the event the performance of the Services requires the Contractor to purchase or lease Equipment (defined below) for the use or benefit of the Exchange, such purchase or lease shall adhere to the following requirements: (i) Contractor shall purchase or lease Equipment at the terms most favorable to the Exchange available in the market; (ii) Contractor shall give the Exchange prior notification of any Equipment it intends to purchase or lease for or on behalf of the Exchange, and shall provide any such additional information reasonably requested by the Exchange, including but not limited to pricing and specifications; and (iii) Contractor shall pass through to the Exchange only the actual purchase price of the Equipment and any applicable taxes or shipping and handling costs or fees. At any time during the Term and Renewal Term of this Agreement, the Exchange, in its sole discretion, may purchase the Equipment and/or independently confirm pricing for such Equipment. "Equipment" means all equipment, software and hardware purchased by Contractor upon approval of the Exchange and used by the Contractor and/or Exchange in connection with the operation of the call center and performance of the Services, all of which shall be in accordance with the terms of the Agreement.

14. Miscellaneous.

- a) The Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in

Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to the Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.

b) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Contractor may not assign the Agreement or delegate its duties without the Exchange's prior written permission. Any assignment in violation of this provision will be null and void. The Exchange may transfer or assign its rights and obligations under the Agreement without the prior written consent of the Contractor. The Agreement shall not be binding on the Exchange, and the Exchange shall assume no liability for payment for Services, unless and until a copy of the Agreement, executed on behalf of each party, is delivered by the Exchange to the Contractor.

c) The Contractor shall cooperate with any and all audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon written request, provide billing in a format which will facilitate audit or review.

d) The Contractor shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved, unless otherwise instructed by the Exchange in writing.

## Exhibit A

### A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit A, 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 this Agreement;
  - 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, widowed, separated or divorced as recognized by the State of Connecticut (the "State");
  - 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 are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- 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, sexual orientation, gender identity or expression, genetic information, mental retardation, 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 insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange 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 the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided that if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.



- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

#### B. Certain State Ethics Requirements

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these CT HIX Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

#### C. Applicable Executive Orders of the Governor

The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

## **APPENDIX J**

### **RESPONDER QUALIFICATIONS**

## Appendix J—Responder Qualifications

The following structure is provided for Respondents to provide information to the Exchange that is pertinent to their experience as required in the RFP.

- I. Respondents should provide qualification references for a minimum of three (3) and up to five (5) client projects. At least two (2) of the References should be from projects that involved a Transition from a prior call center vendor or transition with existing client to a significantly different telephonic and service management platform. Significant consideration will be given if one of Transition projects provided involved the Exchange’s current call center vendor. If the Respondent has conducted other client project transitions with the Exchange’s current call center vendor –those projects should be identified to the Exchange. Respondents project reference documentation and descriptions must include for each referenced project:
  - Summary descriptions of the client organization (size, geographic location, scope, volumes, industry, etc...)
  - Brief description of **all services** provided – if services provided included functions outside the scope of this RFP , please ensure that is communicated
  - Scope of effort provided to the client (project duration, project functional scope, Respondent’s team size (implementation and ongoing), total project cost to client)

Client Name/Organization	
Client size, Geographic Location(s), Industry	
Services Provided	
Description of Technical Platform delivered	
Client Service Population (# of consumer/callers)	
Client Call Volume (annual minutes and call counts)	
Project Start/End Dates	
Project Team Size(s)	
Project Transition Cost	

- II. Respondents must provide contact information for a minimum of three (3) and up to five (5) client references that the Exchange can directly contact.

These references must be drawn from the projects summarized above in Section I above. Two of the references should be from projects that involved a transition from a prior call center vendor—one of which must include a transitions with the Exchanges current call center vendor. The Respondent must ensure that the Exchange is able to have appropriate access to all references listed below and should expect that such references will be contacted **by the Exchange**. Use the structure below to provide references.

Client Name:
Contact Name:
Contact Role:
Contact Title:
Email:
Phone Number:
Notes: