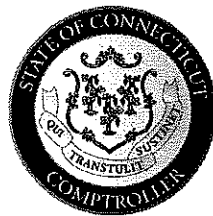


**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER**

Request for Proposal

**Third Party Administration for 457, 403(b) and 401(a)
Defined Contribution Plans
Stable Value Manager**

November 8, 2019



State of Connecticut
Office of the State Comptroller
55 Elm Street
Hartford, CT 06106-1775

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I. STATEMENT OF OBJECTIVES

The State of Connecticut is soliciting proposals for the following services:

- Bundled third party administration (TPA) services (i.e., recordkeeping/administration, communication/education, and custodial trustee services) and unbundled investment management services for its four governmental defined contribution plans: the Deferred Compensation 457 Plan, the 403(b) Plan, the Alternate Retirement Program (ARP), a 401(a) Plan and the defined contribution portion of Tier IV of the State Employee Retirement System, a 401(a) Plan. The four defined contribution plans share a common investment platform (with the exception of the 403(b) Plan, which has a different version of the Stable Value Fund) and have combined assets of \$5.7 billion. In addition to providing administrative services, the TPA will be responsible for maintaining compliance with IRS requirements and for establishing and maintaining a financial education/communications program for the Plans' participants. Plan documents for all four plans are available at: www.osc.ct.gov.
- An investment manager for its \$2 billion Stable Value Fund, which is available to participants in all four defined contributions plans. The State would like to maintain a multi-manager structure for the Stable Value Fund. Bidders are invited to make suggestions as to how the Stable Value/Fixed Account offering might be improved and to bid on managing all or a portion of the fund. *The final determination on the Stable Value Fund will be made by the State in the best interests of the Plans' participants and beneficiaries.*

The purpose of this RFP is to solicit proposals from qualified firms to obtain the highest-quality services at the most favorable cost (i.e., the maximum value for the benefits proposed) during the period from July 1, 2020 to June 30, 2024. The contract will include a clause that permits the State in its sole discretion to renew the contract for up to an additional one-year period at the conclusion of the four-year contract term. The State reserves the right to accept, combine, or reject any or all proposals submitted for consideration. All proposals will remain sealed until the deadline for submission has passed.

Bidders may submit proposals for TPA services, Stable Value management, or both. **If you are proposing on TPA services only, complete the TPA/Recordkeeping Questionnaire excluding the section on Stable Value. If you are proposing on Stable Value management only, complete the Stable Value Questionnaire.**

II. SCOPE OF WORK

The State desires to maintain a centrally-administered, institutionally-priced investment platform that will enable it to offer improved services and investment offerings to participants at a competitive price. Through its current arrangement with Prudential Retirement, the State has streamlined administration, reduced fees, improved compliance, increased onsite counseling and communications and achieved greater fee transparency. The State seeks to build on these gains by further increasing plan participation rates, enhancing financial education, and seeking out programs to help participants improve retirement outcomes and overall financial wellness. The State has implemented the Prudential GoalMaker program in all four plans and desires to provide a similar asset allocation/model portfolio offering going forward.

Implementation Services

The successful Respondent must provide a detailed plan transition strategy along with communication materials to explain any new plan changes and enhancements. The potential conversion from the current plan provider to a new provider will require the Respondent to provide an explanation of the process, blackout period and reconciliation of plan assets to the individual participant records. It is required that the Respondent have its participant support personnel in place prior to the actual transition date.

Detailed reconciliations of assets at the plan and member level will be required.

Administration and Recordkeeping Services

The successful Respondent must provide detailed information about their recordkeeping and administrative systems and use of technology. Important factors include the ability to process payroll deductions, monitor compliance, conduct daily processing of participant transactions, and provide timely and accurate participant statements and financial statements. The successful Respondent must have in place a toll-free customer center, voice response services and internet services that allow participants access to their accounts.

Employee Communication, Education, and Enrollment Services

The successful Respondent must provide a comprehensive employee communication and investment education program. Communication services are to be supported by customer service representatives and comprehensive Internet services that provide participants with interactive financial and retirement planning tools and software. The successful Respondent must provide excellent customer service through personal contacts (in-person or telephone) and technological means. This includes providing participants with the information they need to make informed investment decisions for their plan accounts.

An explanation that outlines the Respondent's capabilities in designing and implementing a communication and education strategy will be required for both the initial transition and ongoing process. The goal is to identify a Respondent that offers comprehensive communication and

education services supported by field representatives to accommodate the needs of the employees at all State locations. In addition to core communication services, it is the expectation that field service representatives will be available to provide one-on-one counseling services.

The compensation structure of the field service representative should not allow for any cross selling of any investment products or services. Compensation and incentive awards for field representatives must be structured to maintain an objective and unbiased distribution of investment products and services to the Plans' participants.

Proposals should clearly define the amount of coverage expressed in number of days and hours per year that the field service representative(s) will provide to the State, their compensation structure and ability to provide one-on-one counseling services. The field representatives should be able to assist employees with the completion of enrollment online, verify the completeness of the enrollment and coordinate the institution of salary deferrals. The State reserves the right to request a new onsite representative if the individual(s) is not meeting the State's needs.

Trustee/Custodial Services

The successful Respondent must provide trustee/custodial services for the Plans or arrange for trustee services with an outside party. Any additional costs for trustee/custodial services must be fully disclosed in the fee section of this Request for Proposal.

Records Retention and Audit Rights

The successful Respondent must provide detailed information about its recordkeeping and administrative systems and use of technology, explaining how it will use those resources to establish and maintain all records related to the Plans and the Service Agreements. This demonstration should establish that such records will be maintained securely, accurately, and accessibly, in a manner that satisfies the legal obligations of a fiduciary. Important factors include, but are not limited to, the Respondent's ability to secure the personal information of participants against disclosure or theft, to process payroll deductions, to monitor compliance, to conduct daily processing of participant transactions, and to provide timely and accurate participant statements and financial statements.

The successful Respondent must demonstrate its ability to give the State efficient and expeditious access to individual participant records, including (but not limited to) (1) records of participants' contributions, investment transactions, loans, distributions, beneficiary designations, and special legal requirements (including, but not limited to, requirements imposed as a result of any lien, garnishment, or qualified domestic relations order); (2) records of the Plan loans, fees, statements, and reports; and (3) records of participants tracked by both Social Security Number and State assigned employee number (collectively, the "Records"). This demonstration should assume that the State will have the right to approve or direct the format

and medium in which information shall be maintained, as well as the right to approve or direct any changes to such format or medium.

Notwithstanding the role of the TPA in creating and maintaining the Records, all Records shall be and remain, at all times, the property of the State. The successful Respondent must (1) demonstrate its ability to maintain the Records for as long as it continues to serve as TPA and (2) explain how, if necessary, it can facilitate the effective transfer of the Records to the State, or to any successor TPA, in a format and medium selected by the State.

The successful Respondent shall establish and maintain all records related to the Plans and the Services Agreements, including, but not limited to, records related to operations, accounting, participants, beneficiaries, contributions, distributions, Plans' loans, fees, statements and reports (the "Records"), in an orderly manner during the operation of the Services Agreement and for a period of 7 years after the termination of the Services Agreement.

Upon reasonable request of the State, during the operation of the Services Agreement and during the 7-year period following termination, the successful Respondent, at its expense, shall make the Records available for inspection, copying, and audit by the State or its representatives. The successful Respondent shall ensure that its employees, agents, and assigns will comply with these requirements.

Investment Management Services

The State is interested in selecting a service provider that can record-keep an attractive and flexible array of investment options, including the ability to maintain the existing investment line-up on its platform.

During the RFP process, only information on a Stable Value/Fixed Account option is being requested. The proposed Stable Value/Fixed Income Fund should be fully diversified, limit credit risk/exposure, provide competitive returns with no benefit payment limitations and provide attractive contract termination conditions. **There is no definitive offer of investment management with award of this contract.**

The current Stable Value Fund consists of four underlying portfolios: 35.0% Voya Core Plus, 33.5% Prudential Guaranteed Long-term Fund (GLTF), 20.0% JP Morgan Intermediate Aggregate and 11.5% Voya Intermediate Aggregate. Each portfolio is managed independently by the investment manager, and Voya calculates and provides a blended crediting rate based on the crediting rates of each underlying fund.

The liquidity provisions on the managers in the current Stable Value Fund are below. If a new structure is chosen, the assets will be transferred to the selected manager(s) subject to the best interests of the Plans participants.

- **JP Morgan Intermediate Aggregate:** With 30 days' notice: 1) If market is above book, market value paid in cash or transfer in-kind 2) If market is below book, 3 payouts based on central maturity date (established by adding a period of time equal to the target duration to the contract's discontinuance date); 1/3 paid 6 months prior to central maturity date, 1/2 remaining balance paid on central maturity date & remaining balance paid 6 months after central maturity date;
- **Prudential Guaranteed Long-term Fund:** 1) Six installments over 5 years 2) Market value lump sum 3) Installments for a period no greater than 10 years;
- **Voya Core Plus:** With 30 days' notice: 1) If market is above book, market value paid in cash or transfer in-kind 2) If market is below book, 3 payouts based on central maturity date (established by adding a period of time equal to the target duration to the contract's discontinuance date); 1/3 paid 6 months prior to central maturity date, 1/2 remaining balance paid on central maturity date & remaining balance paid 6 months after central maturity date; and
- **Voya Intermediate Aggregate:** With 30 days' notice: 1) If market is above book, market value paid in cash or transfer in-kind 2) If market is below book, 3 payouts based on central maturity date (established by adding a period of time equal to the target duration to the contract's discontinuance date); 1/3 paid 6 months prior to central maturity date, 1/2 remaining balance paid on central maturity date & remaining balance paid 6 months after central maturity date.

Start Date: July 1, 2020. The selected TPA will be responsible for working with the State to transition assets from the current TPA to the new record keeping platform. When requested by the State, the TPA will be responsible for developing an account transfer communication plan.

All new contributions after July 1, 2020 will be made to the selected TPA's recordkeeping platform. If applicable, bidders should discuss in their proposal how they would propose transitioning assets from the Stable Value Fund.

III. DESCRIPTION OF PLANS

Basic information on the Plans is included in the charts below. Detailed demographic and transaction information is included in the charts, which are included as Exhibit 2.

Prudential provides comprehensive recordkeeping services, investment options, processes enrollments, contributions, earnings and withdrawals, produces quarterly individual participant statements, maintains individual participant records and provides marketing, enrollment and

investment services. The GoalMaker program is used to facilitate asset allocation choices using the Plans' existing investment platform. The program uses Morningstar technology and the participant's data (age, time horizon, etc.) and risk tolerance. There is automatic rebalancing and the allocation advances over time as the person ages and approaches retirement

All plans accept rollovers from eligible retirement plans and individual retirement accounts. Participants are encouraged to leave assets in the plan upon retirement or separation from service.

The State anticipates a large number of retirements before June 1, 2022 due to collective bargaining changes that will affect retirements occurring on or after July 1, 2022. Approximately 14,000 state employees (roughly one-third of the active employee population) will be eligible, and a substantial number are expected to retire as that deadline approaches.

A. Deferred Compensation Plan

Plan	Deferred Compensation--Voluntary
Established	1974
Plan Type:	Section 457(b) Eligible Deferred Compensation Plan
Eligible Employees:	All Active Employees*
Eligibility:	At hire
Rollovers:	Rollover contributions to and from other eligible plans and IRAs are allowed
Plan Year:	January 1 to December 31
Benefit Payment Events:	The Plan allows for withdrawals for the following events: <ul style="list-style-type: none"> • Severance from employment • Death • Unforeseeable Emergency • DRO • Minimum Required Distributions
In-Service Withdrawals:	Participants may withdraw their contributions plus interest for the following reason: <ul style="list-style-type: none"> • Unforeseeable Emergency • Loan
Forms of Distribution:	<ul style="list-style-type: none"> • Single Lump Sum • Payment in equal amounts for period certain • Minimum Required Distributions • Annuities: life, life with period certain, joint & survivor, unit refund or combination
Catch-up Contributions:	<ul style="list-style-type: none"> • Three-year Catch-up • Age 50 Catch-up
Plan Assets as of 9/30/2019	\$3,325,987,143

* The State of Connecticut's Deferred Compensation Plan is made available to any political subdivision (a city, county or other local unit) that adopts the terms of the State Deferred Compensation Plan and executes a participation agreement. To date, twenty-four political subdivisions have signed up to participate in this Plan. The selected vendor will be required to support this population as well. See Exhibit 1 for a list of participating political subdivisions.

B. 403(b) Plan

Plan:	403(b) -- Voluntary
Plan Type:	Section 403(b) Plan (Participant Directed)
Eligible Employees:	Higher Education and Hospital Employees
Eligibility:	At hire
Rollovers:	Rollover contributions to and from other eligible plans and IRAs are allowed
Plan Year:	January 1 to December 31
Benefit Payment Events:	The Plan allows for withdrawals for the following events: <ul style="list-style-type: none">• In-service at age 59 1/2• Severance from employment• Death• Unforeseeable Emergency• DRO• Minimum Required Distributions
In-Service Withdrawals:	Participants may withdraw their contributions plus interest for the following reason: <ul style="list-style-type: none">• In Service age 59 ½• Unforeseeable Emergency• Loan
Forms of Distribution:	<ul style="list-style-type: none">• Single Lump Sum• Payment in equal amounts for period certain• Minimum Required Distributions• Annuities: life, life with period certain, joint & survivor, unit refund or combination
Catch-up Contributions:	Age 50 Catch-up
Plan Assets a/o 9/30/2019	\$898,049,943

C. Alternate Retirement Program

Plan	Alternate Retirement Program (ARP)
Plan Type:	401(a) (Participant Directed)
Established	1975
Eligible Employees:	Higher Education employees
Eligibility:	At hire
Contributions	6.5% Employee/6.5% Employer Pre-2017 hires 5% Employee/6.5% Employer Immediate vesting in Employer Share
Rollovers:	Rollover contributions to and from other eligible plans and IRAs are allowed
Plan Year:	January 1 to December 31
Benefit Payment Events:	The Plan allows for withdrawals for the following events: <ul style="list-style-type: none"> • Severance from employment (restricted to employees with less than 10 years of plan participation) • Death • QDRO • Minimum Required Distributions
In-Service Withdrawals:	<ul style="list-style-type: none"> • None
Forms of Distribution:	<ul style="list-style-type: none"> • Single Lump Sum • Payment in equal amounts for period certain • Minimum Required Distributions • Annuities: life, life with period certain, joint & survivor, unit refund or combination
Catch-up Contributions:	<ul style="list-style-type: none"> • None
Default Investment	GoalMaker –Moderate portfolio, age adjusted
Plan Assets a/o 9/30/2019	\$1,511,968,261

D. Tier IV, Defined Contribution Plan

Tier IV DC Plan	
Plan Type:	401(a) (Participant Directed)
Established	2018
Eligible Employees:	All employees first hired after 7/31/2017 and enrolled in Tier IV Defined Benefit Plan or Hybrid Plan
Eligibility:	At hire
Contributions	1% Employee/1% Employer Share (Vesting in Employer Share at 3 years)
Rollovers:	Rollover contributions to and from other eligible plans and IRAs are allowed
Plan Year:	January 1 to December 31
Benefit Payment Events:	The Plan allows for withdrawals for the following events: <ul style="list-style-type: none">• Severance from employment• Death• QDRO• Minimum Required Distributions
In-Service Withdrawals:	<ul style="list-style-type: none">• None
Forms of Distribution:	<ul style="list-style-type: none">• Single Lump Sum• Payment in equal amounts for period certain• Minimum Required Distributions• Annuities: life, life with period certain, joint & survivor, unit refund or combination
Catch-up Contributions:	<ul style="list-style-type: none">• None
Default Investment	GoalMaker –Moderate portfolio, age adjusted
Plan Assets a/o 9/30/2019	\$7,412,669

E. Prior Vendors.

Since 2006, all new contributions to the ARP 401(a) Plan have been invested through the investment platform with the Plan's recordkeeper. Prior to 2006, another financial services provider provided administration and investment management services for the ARP. Current and retired employees maintain approximately \$1.1 billion Plan balances with the discontinued vendor. It is a goal of the State of Connecticut to improve participants' ability to manage their retirement assets more effectively by, among other things consolidating assets on a single

investment platform. The TPA selected will be expected to suggest and implement a strategy to facilitate this process.

Since 2006, all new contributions to the 403(b) plan have been directed to the Plan's recordkeeper. Participants in the 403(b) Plan maintain approximately \$300 million in pre-2006 Plan balances with discontinued vendors. Loans and hardship withdrawals are not available from funds in discontinued 403(b) vendor accounts. The selected TPA will be expected to enter into Information Sharing Agreements with discontinued vendors to facilitate transfers and plan administration. The State encourages participants to transition assets from discontinued 403(b) vendors to the new platform, and the TPA chosen will be expected to design and implement a strategy to support this effort.

F. Current Education Program.

Prudential maintains a custom web site for the Plans, www.ctdcp.com, which displays educational materials, plan information, plan documents and retirement calculators, and financial wellness tools. Prudential employs a number of salaried retirement counselors who conduct a traditional, "face to face" advice delivery model available to all participants. The program is introduced to Plan participants via educational seminars at major locations throughout the State. Participants can also schedule individual appointments directly with a Prudential representative. Certain advisors maintain regular on-site office hours at educational institutions and agencies. The geographic distribution of participants throughout the State (by plan) is shown on Exhibit 1.

Prudential's educational programs include asset allocation, investment basics, retirement planning for women and a pre-retirement program.

The GoalMaker program allows participants to select from twelve model portfolios based on the current investment line-up. Participants select their risk tolerance (Conservative, Moderate and Aggressive) and time until retirement to choose an appropriate allocation, which is adjusted over time until retirement. *The State desires to replicate this program with the selected TPA.*

F. Investment Platform and Utilization

Pursuant to Connecticut General Statutes §§5-264 and 5-264a (e), permitted investments for the 403(b) and 457 Plans include fixed or variable life insurance or annuity contracts or investment trusts managed by a not-for-profit organization registered as an investment advisor under applicable federal statutes. The four defined contribution plans share a common investment platform, which features an actively managed mutual fund and an index fund in most major asset classes

The funds in the plans and their utilization are as follows:

Fund	Asset Class	Ticker	9/30/2019 Balance	%
Connecticut Stable Value Fund	Stability of Principal	N/A	\$2,012,388,996	35%
Metropolitan West Total Return Bond Fund, Plan Class	Fixed Income	MWTSX	\$161,798,259	2.8%
Vanguard® Total Bond Market Index Fund - Institutional	Fixed Income	VBTIX	\$143,185,250	2.5%
Vanguard® Inflation-Protected Securities Fund - Inst	Fixed Income	VIPIX	\$88,225,226	1.5%
Calvert Bond Portfolio - Class I	Fixed Income	CBDIX	\$89,510,680	1.6%
Vanguard® Institutional Index Fund - Institutional Plus	Large Cap Core	VIIIX	\$544,265,539	9.5%
American Funds American Mutual Fund® - Class R-6	Large Cap Core	RMFGX	\$128,872,308	2.2%
TIAA-CREF Social Choice Equity Fund - Institutional Class	Large Cap Core	TISCX	\$51,427,711	0.9%
TIAA-CREF Equity Index Fund - Institutional Class	Large Cap Core	TIEIX	\$276,404,680	4.8%
Wells Fargo Advantage Premier Large Company Growth Fd --	Large Cap Growth	EKJYX	\$607,221,965	10.6%
TIAA-CREF Large Growth Index	Large Cap Growth	TILIX	\$316,851,128	5.5%
T. Rowe Price Diversified Mid-Cap Grwth	Mid-Cap Growth	RPTTX	\$170,578,254T	3.0%
Vanguard® Mid-Cap Index Fund - Institutional Shares	Mid-Cap Core	VMCIX	\$138,139,291	2.4%
JPMorgan Mid Cap Value Fund - Class I Shares	Mid-Cap Value	FLMVX	\$142,455,251	2.5%
Vanguard® Explorer™ Fund - Admiral™ Shares	Small-Cap Growth	VEXRX	\$137,842,493	2.4%
TIAA-CREF Small-Cap Blend Index Fund - Institutional Class	Small-Cap Core	TISBX	\$104,659,919	1.8%
Vanguard® REIT Index Fund - Institutional Shares	Small/Mid/Specialty	VGSNX	\$129,775,089	2.3%
DFA Real Estate Securities Portfolio - Institutional Class	Small/Mid/Specialty	DFREX	\$26,851,925	0.5%
TIAA-CREF International Equity Index Fund - Institutional CI	Global / International	TCIEX	\$234,072,351	4.1%
American Funds EuroPacific Growth Fund® - Class R-6	Global / International	RERGX	\$227,155,153	4.0%
Combined Plan Totals			\$5,743,418,015	

The State of Connecticut wants to minimize disruption to participants by retaining the investment options in its current lineup. Bidders for the TPA services must indicate whether they are able to offer all of the options in the current line-up.

Model Portfolios: The Plans currently offer 12 risk-based portfolios under the GoalMaker program without additional cost to participants. Going forward, the State wants to continue

providing participants with the option of having a similar model portfolio/asset allocation program. Bidders for the TPA services should indicate whether they are capable of administering the model portfolios, either with Morningstar or a similar entity.

Brokerage Window: The State of Connecticut does not currently offer and does not intend to add a brokerage window for the Plans.

Proprietary Funds: With the potential exception of stable value, the State does not permit the TPA to include its proprietary funds in the Plans' investment line-up. Also, excluded are any funds providing revenue-sharing to the TPA. Field representatives are prohibited from marketing any associated products or services to participants.

G. The Connecticut Stable Value Fund

The Stable Value Fund is an unallocated group annuity, with payment of principal and a minimum 1.0% return, guaranteed by Voya Life Insurance and Annuity Company. The net crediting rate for the fund is set annually and reviewed quarterly.

The Stable Value Fund seeks to provide a relatively high fixed income yield with little market-related risk. Preservation of principal and earned interest is of primary importance. Secondary to the preservation of capital is the need to generate, over time, a composite yield in excess of short-term yields available in the fixed income marketplace.

The Stable Value Fund offers a blended rate of return to three of the four defined contribution plans. In recent months the crediting rate for the Stable Value Fund in the Alternate Retirement Program has been calculated separately to account for the impact of certain optional plan transfers to the State Employees Retirement Plan. Those transfers should be completed shortly, and it is anticipated that by July 1, 2020 there will be a blended crediting for all four plans. The fund provides for payment at book value of participant withdrawals, transfers and other Plan benefit elections.

As of September 30, 2019, investments in the Stable Value Fund totaled \$2.012 billion, which comprises approximately 35% of the assets in the four plans. Net participant cash flows for the Stable Value Fund are shown on Exhibit 2. The Fund's assets are invested in four portfolios.

Roughly 35% of the Fund's assets are invested in a Voya separate account using a Core Plus strategy, benchmarked to the Barclay's Capital U.S. Aggregate Bond Index; another 11.5% of assets are invested in a Voya separate account using Voya's Intermediate Strategy, benchmarked to the Barclay's Capital U.S. Intermediate Aggregate Index. The Voya Intermediate portfolio is used for all new cash flow and distributions. JP Morgan also administers an Intermediate Aggregate strategy, with approximately 20.0% of the assets. The remaining 33.5% of assets are

invested in Prudential's GLTF, a general account product. As of September 30, 2019, the Stable Value Fund's market to book ratio was 101.52% with a net crediting rate of 2.98% for the 457, 403(b) and Tier IV plans and 2.91% for the Alternate Retirement Program.

Connecticut's Insurance Guaranty Program provides coverage for up to \$500,000 in present value for any participant covered under an unallocated annuity contract issued to a government retirement plan under sections 401, 403(b) or 457 of the U.S. Internal Revenue Code. See description at <http://www.ct.gov/cid/lib/cid/guarfund.pdf>. As most of the State's employees reside within Connecticut, the State desires to preserve the ability of Plan participants residing in Connecticut to seek recovery from such fund in the event that a wrap provider should become unable to fulfill its guarantee.

For the Stable Value Fund, the State reserves the right to select the fixed income investment structure and investment management team that is in the best interest of the participants. The selected investment manager(s) must have the capabilities to interact with the selected TPA's recordkeeping system requirements, and to provide support regarding the communication and education regarding this fund.

H. Retirement Income Options

Upon separation of employment or retirement, the Plans offer the participant a Systematic Withdrawal Option that provides a regular stream of income payments, which can be made monthly, quarterly, semiannually or annually from their account. Payments can be also be made through an Estate Conservation Option (ECO) election that recalculates the payments each year based on the participant's life expectancy.

For those participants who wish to convert a portion of their account into a reliable income stream through an annuity, the State would like the selected TPA to offer a web-based income annuity quote system, such as Hueler Fixed Income, that would enable participants to obtain annuity quotes from multiple insurance companies with institutional pricing. Bidders for the TPA portion of this RFP should indicate their ability and willingness to work with an on-line annuity quote provider.

The plan does not currently have a guaranteed retirement income distribution option. However, as a large number of retirements are anticipated in the first quarter of 2022, the State would like to review materials about any retirement income program that bidders may offer.

IV. INSTRUCTIONS TO BIDDERS

A. Terms and Conditions

Any Contractor responding to this RFP must be willing to adhere to the following conditions and must so state in its submission:

1. **Acceptance or Rejection by the State** - The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will remain sealed until the deadline for submission has passed.
2. **Conformance with Statutes** - Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut (See sample State Contract Exhibit 3).
3. **Ownership of Proposals** - All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of Section 1-201 of the Connecticut General Statutes (Freedom of Information).
4. **Ownership of Subsequent Products** - Any product, whether acceptable or unacceptable, developed under the contract awarded as a result of this RFP is to be the sole property of the State unless otherwise stated in the RFP or contract.
5. **Availability of Work Papers** - All work papers and data used in the process of performing this project must be available for inspection by the State of Connecticut Auditors of Public Accounts for a period of three (3) years or until audited.
6. **Timing and Sequence** - Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
7. **Stability of Proposed Prices** - Any price offerings from Contractors must be valid for a period of one hundred eighty (180) days from the due date of contractor proposals.
8. **"Not to Exceed" Quotations** - All cost estimates will be considered as "not to exceed" quotations.
9. **Exclusion of Taxes from Prices** - The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and the State. Such taxes must be excluded from quoted prices.
10. **Prohibition of Commissions** - The State of Connecticut will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process or during the term of the proposed contract.
11. **Oral Agreements** - Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
12. **Amending or Canceling Requests** - The State reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of the State.

13. **Rejection for Default or Misrepresentation** - The State reserves the right to reject the proposal of any Contractor which is in default of any prior contract or for misrepresentation.
14. **State's Clerical Errors in Awards** - The State reserves the right to correct inaccurate awards resulting from its clerical errors.
15. **Rejection of Qualified Proposals** - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
16. **Contractor Presentation of Supporting Evidence** - A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
17. **Changes to Proposal** - No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the State may be required at the Contractor's expense.
18. **Collusion** - By responding, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud.
19. **Remittance File Layout/ Submission Requirements** - The selected Contractor must conform to the file layout requirements of the State of Connecticut Core-CT system outlined in Exhibit 4. In addition, all Contractors must confirm that they can access the Core-CT portal address from the Production Supplier Portal URL:
<https://corect.ct.gov:10400/psp/PSPRD/?cmd=login> and the Test Supplier Portal URL:
<https://corect.ct.gov:15000/psp/PSTPR/?cmd=login>.

Freedom of Information – All materials submitted in connection with this RFP are subject to the terms of the State of Connecticut Freedom of Information Act (FOIA), Conn.Gen.Stat. §§1-201 *et seq.* and all rules, regulations and interpretations resulting therefrom. Due regard will be given for the protection of proprietary information contained in a vendor's proposal. Each vendor should identify particular sentences, paragraphs, pages or sections in its response which it in good faith believes are exempt from disclosure under FOIA by marking each as "CONFIDENTIAL". It will not be sufficient for vendors to state in general terms that the entire proposal is proprietary in nature and therefore not subject to release to third parties. (See instructions below on submitting a redacted CD or DVD with your response.)

The State of Connecticut is not responsible for any costs incurred by any party in responding to this RFP.

B. Proposal Submission Requirements

Applicable to all Bidders

1. **Conformance** - All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.
2. **Communication Blackout Period** - Except as called for in this RFP, Contractors may not communicate about the RFP with any of the following: the Healthcare Policy & Benefit Services Division (HPBSD) within the Office of the State Comptroller (OSC); the Retirement Services Division (RSD) of the OSC; or members of the State Employees Retirement Commission until the successor bidders are selected.
3. **Notice of Intent to Bid** - The notice of intent to bid (Exhibit 5) will be due at the offices of the OSC by 2:30 P.M. on November 15, 2019. In the notice, the Contractor must provide an email address for communication of information about the RFP, answers to questions submitted by Contractors, and other matters about the Contractor selection process. The form should be submitted by email to osc.rfp@ct.gov.

No bids will be accepted from Contractors that fail to submit a Notice of Intent to Bid.

4. **Delivery of Responses** - The Contractor shall submit **an original plus twelve (12) copies** of its proposal in loose-leaf binders. The original must include **two (2) electronic copies on CD/DVD format** of all materials submitted in response to the RFP. Additionally, the Contractor should send a hard copy and an e-mail PDF to Segal Marco Advisors.

RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the proposal is due. The name and address of the Contractor must appear on the envelope. FAX responses are not acceptable.

Proposals shall be submitted to:

STATE OF CONNECTICUT
Attention: Steven Cosgrove
Administrative Services
55 Elm Street, Second Floor
Hartford, CT 06106

Segal Marco Advisors
Attention: Craig Chaikin
7951 East Maplewood Avenue, Suite 327
Greenwood Village, CO 80111-4708
cchaikin@segalmarco.com

5. Deadline for Submission: Final proposals must be in writing and received by 2:30 p.m. on December 10, 2019.

6. Structure of Proposals. Contractors must structure the responses as outlined below:

a. Title Page

The title page should indicate the date, subject, name(s) and title of Contractor, address(es), e-mail address, telephone and fax number(s) of the Contractor and/or individual(s) responsible for responding to this request.

b. Signature of Responsible Persons

The proposal must be signed by an authorized official. The proposal must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind the Contractor, and for those who may be contacted for the purpose of clarifying the information provided.

c. Offices

A description of the Contractor's office that would support the contractual services, including its geographic location, staffing level, the background, experience, and qualifications of personnel, as well as other available resources.

d. Questionnaire

Contractors must complete the Questionnaire's Section applicable to the RFP section(s) on which they are bidding.

e. Executive Summary

At the Contractor's option, an Executive Summary may be included in the Proposal.

f. Redacted CD/DVD

If a Contractor is claiming that portions of its proposal contain trade secrets or confidential commercial information, the Contractor must submit 2 electronic copies of its proposal from which all such materials have been redacted.

C. Additional Procurement Requirements

The Connecticut Department of Administrative Services ("DAS") has implemented a requirement that all firms seeking to do business with the State create a business profile on the

DAS Business Network (“BizNet”) system. BizNet eliminates certain redundancies, such as the requirement to complete and submit forms even though the forms had been recently submitted in response to another Request for Proposals. In addition to eliminating redundancy, BizNet has automated the completion and submission of required Ethics Affidavits and Non Discrimination forms. Firms must now upload these forms electronically to their BizNet account and update them on an annual basis, rather than submitting paper copies with each proposal. Firms will have the ability to view, verify and update their information by logging in to their BizNet account, prior to submitting responses to an RFP.

Additional required forms as described below must be submitted to or be on file with the BizNet system by the deadline for submission of proposals. Paper or electronic copies need not be provided with the submission to the Comptroller's office.

Create an account on BizNet by using the following link:

<https://www.biznet.ct.gov/AccountMaint/Login.aspx>.

Once your firm creates an account, login and select “CT Procurement” and then “Company Information” for access. If you experience difficulty establishing or otherwise managing your firm's account, please call DAS at 860-713-5095.

The following forms must be completed and uploaded to BizNet in accordance with the following instructions:

Required Forms

Follow instructions for submission of the following:

a) Agency Vendor Form (SP-26NB), available at:

[http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_\(SP-26NB\).pdf](http://das.ct.gov/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf)

b) W-9 Form, available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Ethics Certifications

The following Ethics Forms must be signed, dated, notarized, uploaded or updated on BizNet. To obtain these forms, you must login to BizNet and follow the instructions referenced above.

- OPM Ethics Form 1: Gift & Campaign Contribution Certification;
- OPM Ethics Form 5: Consulting Agreement Affidavit;
- OPM Ethics Form 6: Affirmation of Receipt of State Ethics Laws Summary
- OPM Ethics Form 7: Iran Certification

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNAV_GID=1806

10. Affirmative Action and Nondiscrimination

Choose one (1) of the forms listed below that applies to your business. Complete and upload or update the form on BizNet annually. To obtain a copy of these forms, you must login to BizNet and follow the instructions referenced above.

- Form A: Representation by Individual (Regardless of Value); or
- Form B: Representation by Entity (Valued at \$50,000 or less); or
- Form C: Affidavit by Entity (Valued at \$50,000 or more); or
- Form D: New Resolution by Entity; or
- Form E: Prior Resolution by Entity

For information on how to complete these forms, please access the Office of Policy and Management website by using the following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNAV_GID=1806

Commission on Human Rights and Opportunities (“CHRO”) Workplace Analysis Affirmative Action Report/Employment Information Form.

The CHRO Workplace Analysis Affirmative Action Report/Employment Information must be completed in BizNet and updated as necessary. You must login to BizNet and follow the Instructions referenced above. For information on how to complete these forms you may contact Diane Comeau at Diane.Comeau@ct.gov for assistance.

For information about how to upload the Ethics Affidavits and Non-Discrimination forms please access the following page. <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

Affirmative Action. The proposal must include a summary of the Contractor's experience with affirmative action including a summary of the Contractor's affirmative action plan and the Contractor's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 46a-68j-30(10) require agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- a. The Contractor's success in implementing an affirmative action plan;
- b. The Contractor's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c. The Contractor's promise to develop and implement a successful affirmative action plan;
- d. The Contractor's submission of employment statistics contained in the "Workforce Analysis Affirmative Action Report," indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and

e. The Contractor's promise to set aside a portion of the contract for legitimate small Contractors and minority business enterprises, where applicable (See C.G.S. §32-9e).

The State of Connecticut's Contract Compliance Forms applicable to State contracts are available at <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>, please click on the four forms indicated below to download the pdf files from the CHRO web page:

Notification to Bidders

This document gives notice that the contract to be awarded is subject to the contract compliance requirements mandated by State statutes and regulations.

Workforce Analysis Affirmative Action Report-State Contractors

This employment information form is used to report the racial and sexual composition of a firm's or corporation's workplace. The form must be completed by the Contractor and submitted with the proposal.

Affidavit for Certification of Subcontractors as Minority Business Enterprises

Upon award of a contract, this form is used to document the good faith efforts of a Contractor to include minority business enterprises as subcontractors (including suppliers) on the State contract

Contract Compliance Notice Poster

This notice concerns the prohibition of discrimination in employment practices. Upon award of a State contract, the notice must be posted by the Contractor in conspicuous places accessible to all employees and applicants for employment. More information about the State of Connecticut's Contract Compliance requirements is available on the Commission on Human Rights and Opportunities' web site at www.state.ct.us/chro under "Contract Compliance."

Your proposal should confirm you have downloaded, completed, and submitted all of the procurement documents listed above to BizNet. If not, please explain.

V. SELECTION PROCESS AND SCHEDULE

A. Request for Proposals and Response Phase

November 8, 2019	Release of RFP
November 15, 2019	Notice of Intent to bid with Contractor email address due at OSC
November 15, 2019	Vendor questions due at osc.rfp@ct.gov
November 22, 2019	OSC responds to questions received via email to all Contractors
December 10, 2019	Delivery of proposals to OSC by 2:30 p.m.

B. Estimated Dates for Review and Selection Schedule

December 10, 2019- Jan. 10, 2020	Reading and Scoring of Proposals by Screening Committee	
Jan. 21, 2020	Finalist Interviews, if required	See note 1
Jan. 29, 2020	TPA Selection	See note 2
Jan. 15, 2020	Stable Value Manager Selection	
Jan. 30, 2020	Contract Negotiations begin	
7/01/2020	TPA Transition/Conversion	

Notes:

1. Finalist Interviews. Contractors selected for a final interview will be expected to make a presentation in Hartford, Connecticut to the Screening Committee, to be followed by a question and answer period. The number of finalists to be selected for interviews has yet to be determined; however, the expectation is that this number will not exceed three in each category.
2. TPA Conversion. It is the State's requirement that, following the successful conclusion of contract negotiations, the TPA will develop and thereafter follow a work plan, which has as its objective the implementation on July 1, 2020.

C. Evaluation of Proposals

Each proposal will be evaluated by a Screening Committee using the following criteria to determine which Contractor is most capable of implementing the State's requirements, as follows:

1. Size, structure, resources and experience in providing defined contribution plan services similar in size and scope to that of the Plans.
2. Contractor's understanding of the Plans' purpose and scope, as evidenced by the proposed approach and the level of effort.

3. Competitiveness of proposed cost to participants.
4. Scope and suitability of proposed financial education and communication program, including model portfolio/asset allocation program.
5. Availability in the State and competence of personnel with the appropriate training and compensation. (TPA candidates only)
6. Conformity with specifications contained herein.
7. Data management services, including creation and maintenance of employee data, transaction data and history, interfaces with payroll and other record keeping and administrative functions,
8. Demonstration of commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities.
9. At the option of the Screening Committee, an oral presentation.
10. At the option of the Screening Committee, a site visit
11. Financial condition and stability of the organization.
12. Location where services are being performed.

D. Rights Reserved to the State

The State reserves the right to award in part, to reject any and all proposals in whole or in part, or to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

VI. THIRD PARTY ADMINISTRATOR

This section is applicable only to Contractors seeking to submit a response for the third party administration of the State of Connecticut Defined Contribution Plans

A. Required Elements for the TPA Proposal

The State will select a single third party administrator to be responsible for recordkeeping, IRS and other compliance issues, maintenance of toll-free services lines, web-site administration, participant transactional access and overall administration accountability. The TPA will be required to provide full custodial and recordkeeping services for multiple investment managers, and to support the asset allocation or model portfolio program.

1. **Third-party Fiduciary Advice to Plan Sponsor.** A third-party investment advisory service will provide fiduciary services regarding fund selection, constant fund performance monitoring, and replacement recommendations. The fiduciary service will be charged with finding suitable investment managers and fund choices that will offer variety and consistently low fees.

2. **Improved Counseling and Services.** Some of the services will be offered directly by the TPA. Other services, such as participant counseling, may be offered by independent counselors, salaried representatives and/or independent informational sources.
3. **Ownership.** TPA must agree that all documents, records, reports and data, including data recorded in its System, related to the receipt, processing and payment of deposits, contribution amounts or distributions, are, and shall remain, the property of the OSC. Such documents shall each be maintained by TPA (if not previously delivered to the OSC) for a period at least seven (7) years from the date of contract termination.

B. Minimum Qualifications for TPA Candidates

In order to be considered as a TPA candidate, each Contractor responding to this RFP must, at a minimum, possess the following qualifications:

1. Respondent must certify that they are a qualified firm to provide administrative services pursuant to Sections 401(a), 403(b) and 457(b) of the Internal Revenue Code (Code) and all rules and regulations of the State of Connecticut.
2. Respondent must offer bundled administrative services (i.e., recordkeeping/administration, communication/education, custodial trustee services, and participant investment advisory services), as well as an open architecture investment platform.
3. Respondent must have at least **ten (10) years' experience** (continuous operation) in providing the proposed services and products to the public sector deferred compensation and defined contribution marketplace.
4. Respondent must administer a minimum of **three (3)** public sector deferred compensation or defined contribution plans with **assets of at least \$2 billion**.
5. Respondent must administer a minimum of **three (3)** public sector deferred compensation or defined contribution plans with **at least 25,000 participants**.
6. Respondent must have a minimum of **\$3 billion** under administration for public sector plans.
7. Any relationships proposed to provide services offered in this RFP must have been in place for **at least five (5) years** and provide services to similar plans (size and demographics).
8. Respondent's field service representatives should provide onsite education and participant communication services and **may not market any associated banking services, have commission-based compensation or any financial incentives to promote any investment product or services. Compensation and incentive awards for field representatives must be structured to maintain an objective and unbiased distribution of investment products and services to the Plans' participants.**

C. Budget

The Contractor will submit a detailed line item budget with narrative for each of the four (4) contracted years. The budget should include all personnel and non-personnel costs associated with the implementation and ongoing operations under this contract.

The selected TPA will submit a budget and compensation plan for its personnel for approval by the State. *The compensation plan may not include any broker or commissioned agent fees, either implicit or explicit, in the cost of providing investment education or advisory services to Plan participants.* The approved compensation plan will be included in the contract between the State and the TPA.

QUESTIONNAIRE TPA/RECORDKEEPING CANDIDATES

A. Organization and History

1. Respondent Information: Provide a brief overview of your organization.
 - a. Date established
 - b. Ownership (public, partnership, subsidiary, etc.);
 - c. Years active in the public sector market;
 - d. Years active in the public 457(b) market;
 - e. Years active in the public 401(a) market;
 - f. Years active in the public 403(b) market; and
 - g. Relationships with other entities relevant to or related to this RFP.

2. Provide the following information:
 - a. Total assets under administration
 - b. Total defined contribution assets under administration
 - c. Total deferred compensation assets under administration
 - d. Total public sector 457(b) assets under administration
 - e. Total public sector 401(a) assets under administration
 - f. Total public sector 403(b) assets under administration

3. What are your client retention statistics for each of the last three years broken out by year? What percentage left due to issues pertaining to services provided by your organization? Briefly explain those servicing issues.

4.

	Gained			Lost		
Public 457(b) clients	2018	2017	2016	2018	2017	2016
Number						
	Gained			Lost		
Public 401(a) clients	2018	2017	2016	2018	2017	2016
Number						
	Gained			Lost		
Public 403(b) clients	2018	2017	2016	2018	2017	2016
Number						

5. What is the average client relationship duration? What is the average relationship duration for your public sector plans?
6. List the number and total assets of the public 457(b) deferred compensation plans that you currently administer in the following categories:

Number of Participants	Plans		Assets	
	Number	Percent	Amount	Percent
Under 15,000				
15,001 – 25,000				
25,001 – 35,000				
35,000+				
Total				

7. List the number and total assets of the public 401(a) deferred compensation plans that you currently administer in the following categories:

Number of Participants	Plans		Assets	
	Number	Percent	Amount	Percent
Under 5,000				
5,001 – 10,000				
10,001 – 15,000				

15,000+				
Total				

8. List the number and total assets of the public 403(b) deferred compensation plans that you currently administer in the following categories:

Number of Participants	Plans		Assets	
	Number	Percent	Amount	Percent
Under 3,000				
3,001 – 6,000				
6,001 – 8,500				
8,500+				
Total				

9. What is the total number of participants in all public sector defined contribution/deferred compensation plans currently being administered by your organization? What is the number specific to public 457(b) plans? Public 401(a) plans? Public 403(b) plans?
10. Describe your errors/omissions liability insurance and coverage. Describe the various types of insurance coverage and indemnification provided to protect clients.
11. Describe your cybersecurity insurance coverage and indemnification provided to protect clients.
12. Has your company, or any affiliates, been a party to any litigation or regulatory inquiry or investigation during the last three years involving your defined contribution and deferred compensation recordkeeping and administration services? If yes, please provide: 1) the nature of the claim or action 2) the current status of the litigation, 3) any fines, judgments or settlements paid.
13. In the past 3 years, have any participants in defined contribution or deferred compensation plans record-kept by your company had unauthorized distributions from their accounts as a result of fraudulent online or call center transactions? If yes, describe what occurred, your correction method and indicate whether your company reimbursed the participants for their losses.
14. What is the last date when your organization had a change in its business structure, whether through an acquisition or divestiture or through an alliance arrangement? If applicable, how did this change in business affect the recordkeeping division?
15. Describe any pending or anticipated plans to re-organize your company within itself or as part of the larger organization of which your company is a part.

B. Corporate Governance/Corporate Responsibility

1. Describe your approach to corporate governance.

2. Describe your commitment to workplace diversity, including your company's record with respect to appointment of women and minorities to senior management positions.
3. Describe your company's position and experience on outsourcing of jobs to other companies or overseas. Describe whether any service for the plan including call centers, data processing, plan records, etc., would be outsourced or whether all work in these areas will be accomplished with company employees located within the United States.

C. References

1. Please provide references for three current public defined contribution/deferred compensation clients that have similar plan demographics (i.e., size and plan design). If available, at least one of the three should have converted within the last year. For each reference, please provide client name, contact name, address, phone number, services provided, and year they became a client.
2. Please provide references for three former public defined contribution/deferred compensation clients who had similar plan demographics (i.e., size and plan design). At least one of the three should have left within the last year. Please provide former client name, contact name, address, phone number, services provided, year they ceased to be a client and the reason(s) for leaving.

D. Client Service/Quality Assurance

1. How many of your employees work on DC plans? Is there staff dedicated specifically to public sector DC plans? If so, please provide the numbers in addition to completing the chart below on the number of full-time equivalent employees working on defined contribution plans:

Personnel Type	Number
Management	
Call Center Mgmt./Supervisors	
Customer Service Reps	
Field Reps	
Systems Management	
Systems Staff: Development & Operating/Maintenance	
Website	
Other	

2. What is the average tenure (in years) of the following positions?
 - a. Plan Administrator
 - b. Client Relationship Manager
 - c. Field Service Representatives
 - d. Conversion Project Manager

e. 800 Customer Service Center Representatives

3. Do you currently have staff located in Connecticut? If yes, where is your office located? If no, where is the closest office?
4. Describe the team that would deal directly with the State during implementation and on an ongoing basis. Indicate size, roles, experience, and turnover rates. In addition, provide a brief resume for each individual.
5. How many additional accounts is each member of the team responsible for?
6. Describe how the team will be compensated.
7. What location(s) would provide the services described in this RFP?
8. Briefly describe the training program and licensing requirements for your field service representatives. What are the licensing requirements?
9. Briefly describe the training program and licensing requirements for your 800 customer service representatives. What are the licensing requirements?
10. Describe your service standards and turnaround time for the completion of the following:

Transaction	Turnaround Time	Penalty (\$) for Not Meeting Standard
Implementation		
Issuance of Participant Statements		
Transaction Confirmation Statements		
Hard Copy Plan Level Administrative Reports		
Processing Payroll Contributions		
Hardship/Unforeseen Emergency Withdrawals		
Termination/Rollovers/Direct Transfers for Distribution		
Fund Balance Transfers		
Investment Election Requests		
Error corrections and adjustments		
Contribution Percentage Elections/Changes		
QDRO Processing		
Setting an appointment with an onsite representative		

11. What is the total, annual amount you are willing to put at risk?
12. How frequently do you conduct client and participant satisfaction surveys of your services and performance?

13. What checks and balances do you have in place to ensure plan administration integrity and accuracy including participant account data?

E. Recordkeeping/Administration

1. Do you provide one main contact for the daily administrative needs of this Plan?
2. What portion of your organization's expenses relates to recordkeeping and system technology development?
3. Briefly describe the level of customization available to the Plans on the electronic administrative forms used by Plan participants. Will the State have input on content and not just look?
4. What methods of data transmission are available?
5. What protocols do you have to support contribution submission from multiple participating employers, i.e. Voice Response Unit (VRU), Internet File Transfer (IFT) on online payroll submission?
6. Can you accept manual edits, adjustments, and indicative data changes to the contribution input file? Briefly describe any limitations or qualifications that apply.
7. Can you accept a contribution file and track individuals using multiple identifiers (i.e. both Social Security Number and State assigned employee numbers)?
8. Can you handle negative data from the payroll files? Briefly describe any limitations or qualifications that apply.
9. Describe how your payroll contribution reports identify participants contributing up to the current maximum contribution, and identify participants in catch-up status.
10. Are you able to fully administer hardship/unforeseeable emergency distribution requests? Are you able to handle first level appeals? Briefly describe any limitations or qualifications that apply.
11. Are you able to fully qualify and process Qualified Domestic Relations Orders (QDROs) with the attorneys representing the parties? What, if any, role would the State be required to play?
12. Briefly describe your process for searching for participants.
13. Briefly describe your standard procedures for uncashed checks.
14. List any limits imposed on any participant initiated transactions (i.e., mix changes, contribution rate changes, etc.).
15. Describe the process you use to track and maintain employee beneficiary data.
16. Confirm your ability to accept and maintain primary and secondary beneficiary information online.
17. Can your system record-keep fixed annuity accounts managed by other companies? Does your system have any limitation regarding fixed annuity accounts with multiple interest rate vintages?

18. What checks and balances do you have in place to ensure transactional integrity?
19. Indicate whether your system can allow participants to see legacy Plan assets maintained with prior 403(b) or 401(a) (discontinued) vendors.
20. Briefly describe your standard record retention policy. At a minimum include how long you maintain records after contract termination and describe the data kept.
21. Indicate whether after contract termination your system is able to provide the Plan Sponsor with participant account balances and accumulated employer/employee contribution data as of a specific date?
22. Upon contract termination indicate whether your company can transfer participant data to the Plan Sponsor and, if so, indicate the format/media of participant data that would be available for transfer?

F. Loans

1. Are you fully capable of administering participant loans? (Yes/No)
2. List the different methods available to apply for a loan.
3. When a loan is taken, can a participant elect that the proceeds come from a specific investment option or must they be taken pro-rata?
4. Describe the flexibility in your loan repayment processing (i.e., additional payments, missed payments, etc.).
5. List the different methods you are able to utilize for loan repayments.
6. Are you able to handle multiple loans? (Yes/No)
7. How do you handle delinquent and/or defaulted loans?

G. Systems Capabilities and Hardware

Contractors are expected to comply with the requirements of the CORE-CT data exchange outlined in Exhibit 4.

1. What system do you use to record-keep and administer deferred compensation plans?
2. Was the software developed internally, leased, or purchased from another provider? Who has the ultimate responsibility/authority to make sure the software remains current to laws, regulations, client needs, etc.?
3. How long have you used these systems for recordkeeping?
4. Are you planning any major change in the software or hardware supporting your recordkeeping system in the next 24 months? If yes, please describe.
5. Describe your documented disaster recovery plan. How often do you test your recovery system?
6. How often is data backed-up?

- a. Describe any system outages within the last three years and how have they been handled.
 - b. Has any liability resulted from these outages and are there any pending claims related to these outages?
7. Describe in detail your procedures and safeguards used to guarantee:
- a. Security for your hardware and facility;
 - b. Authorized access to data;
 - c. Confidentiality of data;
 - d. Security for any hard copy of plan-related data or documents; and
 - e. Explain your process in the event that participant data is compromised.
8. Describe the method of maintaining plan sponsor and participant history on the system and the period such information is maintained.
9. Provide a current SSAE18 audit of your recordkeeping system, or any other audit you have performed. Who completes the audit and how frequently?
10. Do you test IT security as part of the SSAE18 or separately? If separately, who performs and how frequently.
11. Briefly describe how you intend to apply the SPARK standards for security.

H. Custodial Trustee

1. For the custody/trustee services you propose, what is the name of the trust company, the total number of years that they have been in operation, and the assets the company holds as of September 30, 2019?
2. What are the total public sector defined contribution/deferred compensation assets currently held by the custodian?
3. Are there any restrictions by investment type that pertain to your custodial services? If yes, describe them in detail.
4. Confirm that you will offer trustee services for outside investment funds.
5. Is your preferred custodial trustee able to accommodate a white label (fund-of-funds) investment structure? If yes, what is the additional cost? If no, how are you able to accommodate white label investments, including creating fund fact sheets and making them available to participants?
6. Do you have a limit on the number of checks/wires available to participants?
7. Do you have an electronic link with the investment managers for updating participants' accounts on the recordkeeping system?
8. Will the State be required to execute a custodial agreement with your custodial trustee or will it be part of the contract with the State?

I. Regulatory/Compliance Service

1. Describe how you monitor Code Section 401(a)(9) required minimum distributions including:
 - a. Identification of individuals;
 - b. Determination of the amount of the minimum required payment; and
 - c. Payment within required deadlines.
2. Describe your capabilities and timeframes for monitoring maximum deferral limits and the catch-up provisions.
3. How do you administer the 403(b) Universal Availability notification?
4. What resources do you have to obtain legal opinions, interpretations of laws, regulations, and other matters on issues pertaining to deferred compensation plans?
5. How do you ensure that your recordkeeping system is in compliance with all applicable rules and regulations?
6. How quickly are changes in the law reflected in the system?
7. Should the State choose to provide notices consistent with those required by ERISA Section 408(b)(2) and related regulations, will you provide 408(b)(2) disclosures to the State and regulatory disclosures to participants? If yes, is there an additional cost for either?

J. Communication and Education

1. Fully describe the educational services that you will provide to the Plan. Describe separately your initial and on-going communication and education program (including printed material, visits, training, etc.). Be sure to identify the key elements provided as part of your proposed communication and education program package including the types marketing medium (e.g. print, e-mail, onsite, etc.). Provide sample materials for enrollment, transition and on-going communication and education.
2. Identify any non-standard elements not outlined in #1 above that may be included in the communication and education program. Note if there is any additional charge.
3. Describe the initial enrollment process/methods.
4. Describe the communication and education process that you provide for non-active participants (i.e., retirees and terminated employees with account balances).
5. Describe the education your firm delivers in providing distribution counseling to participants (active and inactive) of the potential benefits of leaving the account balance in the Plan.
6. Will you provide participants with onsite, group education, and retirement planning sessions or financial/pre-retirement seminars on an on-going basis? If yes, list the titles of the subjects that are covered in your program with a brief description.
7. Describe the State's role in the communication, education, and enrollment processes.

8. To what extent can the State customize communication and investment education materials (e.g., plan name, logos)? Is the State able to edit content? Describe any additional charges for customizing or editing communication materials or, if none, so state.
9. Briefly describe how you measure the success of your education/communication programs.

K. Plan Sponsor Reporting

1. Describe the standard reporting package that you would provide to the State (provide samples with your proposal).
2. Will the State be able to generate these reports on-line? If yes, what type of training is provided to staff in the use of the reporting system as well as other aspects of program administration?
3. What is the standard timeframe for providing each plan sponsor report, including investment asset reports, after the reporting period ends?
4. Do you allow plan sponsors to directly interact with your system? If so, please describe the capabilities and optimal user system requirements.
5. Will the State be able to query data or customize reports?
6. Provide an Internet address and instructions on how to access a demonstration of your plan sponsor website.
7. The State may conduct an internal audit of the Plans. For the audit:
 - a. Briefly describe your process for assisting the State and its auditor.
 - b. Describe your firm's resources dedicated to audit assistance.
 - c. What is the lead time needed to fulfill requests?
 - d. Provide a listing of documentation and reporting included in your standard annual audit package (provide samples with your proposal).
 - e. Do you offer any performance guarantees with respect to delivering information for the annual audit?

L. Participant Reporting

1. Briefly describe your standard participant statements (provide samples).
2. Briefly describe any differences between your hard copy statements and the statements available online.
3. What time periods are illustrated for a participant's personalized rate-of-return?
4. Describe the Plan's customization capabilities for participant statements and indicate whether they apply to hard copy statements, electronic statements, or both.
5. Are participants able to additionally customize the statements they receive (hard copy or electronic)?

6. Are participants able to elect to receive paper statements on a quarterly basis? If so, describe any associated charges to the participant or the Plan.
7. How much space is there for customized messages from the State on your quarterly participant statement? Indicate where it appears on hard copy and electronic statements, and whether any additional cost applies.
8. Can you include other printed information, prepared by the State, with mailed hard copy statements, electronic statements, or both? Verify that this service is available at no additional cost.
9. List the fees that are disclosed to participants on the quarterly statements.
10. Should the State choose to provide disclosures consistent with those required by ERISA 408(b)(2) and related regulations, do your statements comply? What additional fee disclosure, if any, do you provide?

M. Participant Services

Voice Response System (VRS)

1. Are there any transactions that cannot be processed through the VRS (i.e., PIN changes, address changes, etc.)?
2. How quickly is the VRS updated after transactions are performed?
3. Briefly describe any customization available within your VRS.
4. Is the VRS fully capable of generating all the necessary administrative forms to handle enrollments, hardships, terminations, and beneficiary distribution requests?
5. In the situation whereby a participant calls the VRS but does not properly complete the transaction, is there any follow-up with the participant? Briefly describe.
6. Can participants request contribution deduction changes through the VRS? Can you provide a feedback report back to the State to update its payroll records and contribution changes? How frequently?
7. Does your VRS accommodate non-English speaking participants? What languages?
8. Does it accommodate participants with hearing/speech impairments?
9. Describe how data is secured within the system (i.e., PIN, audit trail, confirmations).
10. Describe any security breaches that resulted in improper access to one or more participant's accounts within the last three years and the steps you took to remedy the breach.

Internet Access

1. Provide an Internet address and instructions on how to access a demonstration of your participant website.
2. Briefly highlight your participant website capabilities.

3. Will you provide a custom landing page for the State? If so, are there additional costs associated with development and ongoing maintenance?
4. Aside from a custom landing page, is there additional customization to the web page being proposed for the State? If so, are there additional costs associated with development and ongoing maintenance?
5. Specify any transactions that cannot be completed via your Internet site.
6. Do you have a mobile app or mobile optimized website? Are the limitations to the functionality versus the full site? If yes, what?
7. What general and investment education materials and retirement planning tools do you offer participants via the Internet?
8. Do you offer an automated enrollment process through the Internet?
9. Do participants have the ability to implement auto escalation?
10. Can participants e-mail specific questions via the Internet site? If yes, who receives the e-mail, researches the issue, and responds? What is the turnaround time?
11. Can participants live-chat via the Internet Site? If yes, who answers the chat and what hours are they available?
12. Describe the security through which a participant passes to use your Internet system. What firewalls do you have in place for your Internet services?
13. Describe any security breaches that resulted in improper access to one or more participant's accounts within the last three years and the steps you took to remedy the breach.
14. What has been your sites' down time in the last three years? Describe the frequencies, duration and how the problem was resolved.
15. What improvements to your Internet capabilities are designated to occur in the next two to three years?
16. Are the same improvements being made to your mobile capabilities? If no, briefly describe what is being done to enhance your mobile capabilities.
17. Do you use multi-factor authentication for website access?

Call Center

1. What are the standard hours of operation of your customer service center?
2. Where is your customer service center located?
3. Where is your back-up customer service center?
4. Are there any transactions that cannot be processed? If yes, please identify?
5. If allowed by the Plan, can employees enroll through the customer service center?
6. Can participants change their PIN by calling the customer service center? Can PINs be reset and immediately provided to a participant during the call? Can participants who

misplace their PIN call the customer service center and have a new PIN sent directly to their home address?

7. Provide the following information about your customer service representatives (CSR):
 - a. Licensing requirements, employment qualifications as well as your training program;
 - b. Relationship: employees or outside contractors;
 - c. If contractors or a combination, include the percentage of each & duration of subcontractor agreement;
 - d. Average tenure;
 - e. Annual turnover rate;
 - f. Total CSR agents employed year-round basis;
 - g. Compensation structure.

8. Provide the information below on your service center standards:

	Performance Standard	3rd quarter 2019	2nd quarter 2019	1st quarter 2019
Number of calls				
Average length				
Average response time				
Percentage requiring follow-up				
Abandonment rate				
Percentage handled 100% via VRS versus 1-800				

N. Field Service Representatives

1. How many field service representatives would you assign to the Plans? Will they be 100% full-time dedicated? If not, what percentage of their time will be spent on the Plans?
2. Describe the structure of how the field service representatives would be organized to service this relationship, including:
 - a. Location;
 - b. Staffing (including functions to be performed);
 - c. Standard hours of operation;
 - d. How you would handle pre-scheduled consultations; and
 - e. How you would handle walk-ins.
3. What is your annual cost associated for each dedicated service representative?
4. What is the dollar impact on your proposed per participant cost for your proposed servicing model?

5. Confirm the State's ability to request a new onsite representative if the individual(s) is not meeting the State's needs.
6. Briefly describe the credentials and related experience of local service representatives who will be assigned to the Plans.
7. If the representative is responsible for additional accounts, how many?
8. Will the representatives assigned to the Plans be employees of your firm? If not, explain the relationship.
9. Detail the compensation structure for the local representative (e.g. 85% salary, 15% bonus). Include an explanation of how any bonuses and incentives are determined. *As indicated, your field service representatives that provide enrollment and education services should not be compensated on a commissioned or incentive basis to promote any investment product or services.*
10. Are field service representatives available to discuss the Plans and investments with participants on a one-on-one basis? If so, how often? Will you provide local annual account reviews for participants?
11. How will these discussions be handled (e.g., in person, via telephone)?
12. Identify the annual number of group meetings and number of one-on-one consultations you have assumed will be provided by the field service representatives. If this number is exceeded, what is the additional cost for onsite meetings?

O. Participant Investment Advisory and Asset Allocation Programs

1. Describe the participant investment advisory services you offer (i.e., Morningstar ClearFuture, Financial Engines, etc.), including managed accounts. Note the different levels available.
2. Describe your due diligence process for selecting the vendor and what services are provided.
3. How long have you partnered with your current vendor for each of the services in your advisory program?
4. What are the costs associated with the advisory services? Is it based on total plan level or only charged to participants who elect these services?
5. Describe the difference between your Internet investment education tools and software from your participant investment advisory services.
6. Does your service:
 - a. Produce asset allocation recommendations?
 - b. Provide recommendations of specific funds?
 - c. Include savings rate recommendations?
 - d. Take into account a participant's assets outside the Plan?

7. Describe the generally accepted investment theories that form the basis for the vendor's advice model.
8. Briefly describe the type and level of indemnification you provide to the State for the vendor's advisory services.
9. What is disclosed to participants regarding your fiduciary role and the vendor's fiduciary role with respect to these participant investment advisory services?
10. How many of your existing public sector clients have subscribed for each level of service you offer?
11. Do you or the vendor offer specific investment advice to participants on an in-person basis other than through the on-line advice provider? If yes, briefly describe.
12. For in-person investment advice, how do you manage conflicts of interest? Do you act as a fiduciary for in-person advice?
13. Do you receive additional compensation (including to any subsidiaries) from the participant investment advisory service vendor? If yes, describe the arrangement and whether you are willing to rebate a portion of the compensation received from the vendor to the Plan.
14. Briefly describe any additional relationships you have with any other advisory or financial wellness providers.
15. Will the State be required to execute a separate contract with your investment advisory service vendor or will it be part of your service contract and agreements?
16. Describe any asset allocations you make available to participants similar to GoalMaker that are outside of your standard web-based asset allocation tools.
17. Are you able to support a similar program to GoalMaker? If yes, briefly describe. If no, what is your suggested solution for the State?

P. Conversion Process

1. Explain your implementation/conversion process, including timeframe, based upon a June 30, 2020 conversion.
2. By what date would you need authority to proceed to accommodate the June 30, 2020 asset and recordkeeping transfer?
3. What involvement will be required from the State during the implementation process?
4. Describe your test processes to ensure the accurate conversion of all historical data.
5. Do you have any limitations as to the format/media of participant data received from the current recordkeeper?
6. Describe your onsite commitment for the conversion process. Include the number of group meetings you will conduct and/or the number of days you will be available to different locations. Does this allocation apply against the projection you provided above for ongoing servicing?

7. Describe your procedures during the conversion period to communicate with non-active employees (i.e. retirees and terminated employees with accounts in the Plan).
8. What assurances/guarantees do you provide with respect to a timely implementation?
9. What is the standard length of your blackout period?
10. Identify comparable plan conversions in which you have been involved. How many conversions and implementations has your company conducted during the past three years involving plans of similar size?

Q. Investments

1. Confirm your ability to administer the current investment line-up and Stable Value Fund structure.
2. If there are options you are unable to currently administer, describe what would be needed to have them added to your platform.
3. Provide the number of outside mutual fund family alliances with which you have relationships. Approximately how many investment options does this represent?
4. Provide the number of commingled investment trust investment options you have available on your platform. What asset classes does this represent?
5. Briefly describe your ability to accommodate white label (fund-of-fund) investments.
6. For white label investments, are you able to produce custom fund fact sheets? If so, what, if any, involvement is required from the State and investment consultant?
7. Do you have any proprietary investment requirements? If yes, what are they?
8. What, if any, impact is there on administrative pricing for using proprietary options?
9. Is there a cost for making changes to the investment line-up?
10. What is the standard timeframe for making changes to the investment line-up?
11. If desired, are the Plans able to offer exchange traded funds as part of the core investment line up?

Annuity and Retirement Income Products

1. Briefly describe any annuity shopping services you provide for participants who wish to annuitize some or all of their account balance?
2. What retirement income products do you have available on your platform?
3. If the Plans were to add an option, briefly describe your recommended retirement income product. Is it proprietary or through a third party?
4. Describe the underlying investment structure. Does your product require a specific investment vehicle, a proprietary investment vehicle?
5. What are the fees for the product? Break down as follows:

- a. Total fee
 - b. Investment management fee
 - c. Annuity or income guarantee fee
6. How the Guaranteed Lifetime Benefit is determined?
 7. Is there an annual re-set feature? If yes, when does it occur? Does it re-set during both accumulation and withdrawal?
 8. What beneficiary options are available?
 9. Can participants stop their distributions or opt out of the product?
 10. What is the earliest age to begin payments?
 11. What payment frequencies are available?
 12. What are the product's portability features if the Plans change providers?
 13. Do you have any additional guaranteed income solutions not already provided? If so, briefly describe.

R. Cost Proposal

The initial agreement term will be four (4) years from the date the agreement is fully executed by both parties. The agreement may be renewed for one additional one (1) year terms based upon the discretion of the State. The maximum length of the contract is five (5) years. The agreement may be terminated by the State for any reason during the renewal term upon sixty (60) days' written notice.

If you are proposing for Stable Value management as well, that information should be provided in Section VII below.

1. What are the factors you consider in determining future fee changes?
2. How frequently do you evaluate your fees?
3. Provide other alternatives not outlined in this proposal that could result in the lowering of participant fees. Be clear in your response and provide the condition and the result.
4. For your fees quoted below, provide details on your projected asset levels and participant counts as outlined in the chart:

Contract Year	Assets	Participant Accounts
Year 1		
Year 2		
Year 3		
Year 4		
Option Year 1		

5. What is the impact on your proposed pricing if the State chooses to offer your managed account solution? Be specific on the impact for each scenario in the fee schedules below. *Managed accounts are not currently being offered and may not be added to the Plans.*
6. Briefly describe your fee leveling capabilities.
7. If any revenue sharing continues to exist in the investment line-up, how frequently do you calculate the amount and how often is it returned to participants?

Based upon the information supplied in the RFP, please complete the cost structure charts on the following pages. It is critical that you provide complete information so that fees can be compared on an equitable basis. If there are additional fees not listed, describe them, in detail, under “comments.”

If assumptions are necessary, please fully explain your assumptions and quote the related fees on a unit cost basis, if possible.

**FEE SCHEDULE
100% NON-PROPRIETARY**

	Flat Dollar/Per Account	Basis Point Amount	Assumptions underlying the fee
457(b)*			
ARP 401(a)*			
403(b)*			
Tier IV 401(a)*			

**FEE SCHEDULE
PROPRIETARY STABLE VALUE SOLUTION**

	Flat Dollar/Per Account	Basis Point Amount	Assumptions underlying the fee
457(b)*			
ARP 401(a)*			
403(b)*			
Tier IV 401(a)*			

** Fees quoted should be the required revenue for your services only and should not include any reimbursements or credit allowances.*

ADDITIONAL FEES

Plan Level

Services	Fee	Comments
Plan Set-up/Installation (one-time fee)		
Investment advisory		
Managed accounts		
Plan documents (outside of prototype)		
Check processing		
1099-R forms		
Postage		
Custom website set-up		
Custom website ongoing		
Employee communication & education		
Customized enrollment materials		
Customized communications		
Annual notifications to eligible participants		
Other (be specific)		

Participant Level

Services	Fee	Comments
Investment advisory		
Managed accounts		
Loan set-up		
Loan maintenance		
Hardship Qualifications		
DRO Qualifications		
Wire Fees		
Non-periodic Withdrawals (lump or partial sums)		
Periodic Withdrawal Set-up		
Periodic Withdrawal Maintenance		
Other (be specific)		

S. Sample Plan Administration Budget

Construct a sample budget for the four years of plan operations. Assume implementation for all four plans by July 1, 2020. The purpose of the sample budget is to demonstrate that your company can provide the necessary plan services within the budget that will be possible from revenue from plan administration fees.

1. Basic fee for recordkeeping and basic plan administration
2. Personnel costs for Plan Representatives
3. Plan setup/implementation
4. Consulting services for fiduciary and other services
5. Legal fees/IRS compliance monitoring
6. Enrollment services (materials cost, number of meetings, travel expenses, etc.)
7. Group education services, including any third-party software or other planning tools
8. Payroll processing
9. Printing/mailing, etc.
10. Fund exchange fees
11. Distribution fees
12. Report / Statement preparation fees
13. Interactive voice response
14. 1099R preparation
15. List any other cost categories that you anticipate.

VII. STABLE VALUE MANAGER

This section is applicable only to Contractors seeking to submit a response for Stable Value Fund management. It includes both those looking to propose for investment management only and those also proposing on TPA services.

While the State would like to maintain a multi-manager structure for the Stable Value Fund, it is open to considering alternative solutions. Your firm should propose your best recommendation for how the State's Stable Value Fund should be structured moving forward. If the structure is revised or managers replaced, no Contractor will receive an amount that is less than the JP Morgan allocation. **The final determination on the structure of Stable Value Fund will be made by the State in the best interests of the Plans' participants and beneficiaries.**

Those Contractors bidding on Stable Value management ONLY must meet the following minimum qualifications.

1. Respondent must have at least **five (5) years' experience** (continuous operation) in providing stable value management.
2. Respondent's investment team responsible for the management of the State's account must be the same team responsible for at least the **three (3) year track record** of the proposed product/solution.

3. Respondent must have at least **five (5)** public sector defined contribution or deferred compensation clients where it provides stable value management.
4. Respondent must have **at least \$5 billion** of assets under management for stable value.
5. Respondent must have **at least \$2 billion** of assets under management for the solution/product being proposed.
6. Respondent must be SEC-registered or exempt from registration with the nature of the exemption provided. Respondent must submit its full Form ADV (Parts I and II).

QUESTIONNAIRE FOR STABLE VALUE/FIXED ACCOUNT CANDIDATES

1. List the stable value/fixed account products available on your platform.
2. Provide your most recent ratings from A.M. Best, Moody’s and S&P.
3. What solution are you proposing for the State’s Stable Value Fund? Clearly explain why you are proposing this solution and the benefits to the State versus the current set-up
4. For the proposed solution, does old money receive the same rate as new? If not, describe.
5. Complete the following charts for the proposed solution as of September 30, 2019. If you are proposing multiple managers, clearly provide the information for each manager separately as well:

Manager	
Vehicle	
Fund Name	
Fund Inception	
Fund Assets (\$B)	
Total Firm Stable Value Assets (\$B)	
Effective Duration	
Market-to-Book Value Ratio	
Gross Crediting Rate¹	
Net Crediting Rate	
Crediting Rate Reset Frequency	
Minimum Crediting Rate	
Recommended Benchmark	
Benchmark for Underlying Portfolio	
Expense Ratio	
Trustee	

6. For your proposed solution, what would be the expected blended net and gross (Gross of investment management fees, net of wrap fees, sub-advisory fees and other expenses) crediting rates?

¹ Gross of investment management fees, net of wrap fees, sub-advisory fees and other expenses.

7. In a chart, provide five (5) years of quarterly, historical crediting rates for your proposed solution (ending 9/30/19). If actual results are not available, provide a representative account or estimate and clearly explain from where the numbers are derived.
8. Complete the below chart on the wrap structure of your recommended solution:

Book Value Structure	% Allocation
Liquidity Buffer	
Wrap Providers <i>Please list wrap providers below</i>	
Total	100%

9. If you are proposing a multi-manager structure, describe how wrapping each manager will be handled and how blended crediting rate would be calculated and applied.
10. Is wrap capacity contingent on affiliated investment management?
11. Complete the chart below on the solution’s fees. Provide separately for each underlying investment manager. If it is a spread product, provide an estimated spread. If none is provided, a 2.0% assumption will be used.

	Fees
Investment Management	
Wrap	
Revenue Share	
Other (please specify)	
Total Expense Ratio	

12. Do you anticipate any changes in wrap fees that would impact the total expense ratio? If yes, what is the expected impact?
13. Complete the below charts as requested. If you are proposing a multi-manager structure, you should complete for the total solution as well as for each underlying manager. If your standard format differs, adapt it to the charts as necessary (be sure to specify anything that is included in “Other”) **These charts MUST be completed. Do not reference fact sheets or other related material:**

14.

Quality Allocation	%
Cash/cash equivalents	
AAA	
AA	
A	
BBB	
Below Inv Grade	
NR	

Sector Allocation	%
Cash/cash equivalents	
U.S. Treasury	
U.S. Govt-Related	
Corporate	
Agency MBS	
Non-agency MBS	
ABS	
CMBS	
Municipal	
Other	

15. Fully describe the withdrawal/transfer restrictions at both the Plan and participant levels. Note specifically if this differs for any part of your recommended solution.

16. If you are recommending the use of your General Account product, acknowledge and agree to eliminate a market value adjustment at contract termination. Authorized firm representative please sign below:

Signature _____ Date _____

Name _____

Title _____

Contractors responding to Stable Value management ONLY should complete the following questions.

1. Describe the level of turnover for investment professionals at the product level over each of the last five years? If you are proposing a multi-manager structure, you should address for each underlying manager as well as the team responsible for the total solution.
2. Has your company, or any affiliates, been a party to any litigation or regulatory inquiry or investigation during the last three years involving your stable value investment management? If yes, please provide: 1) the nature of the claim or action 2) the current status of the litigation, 3) any fines, judgments or settlements paid.
3. What is the last date when your organization had a change in its business structure, whether through an acquisition or divestiture or through an alliance arrangement? If

applicable, how did this change in business affect your operations and portfolio management teams?

4. Describe any pending or anticipated plans to re-organize your company within itself or as part of the larger organization of which your company is a part.
5. Describe your approach to corporate governance.
6. Describe your commitment to workplace diversity, including your company's record with respect to appointment of women and minorities to senior management positions.

EXHIBIT 1

457 Plan--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Participants
BRIDGEPORT CORRECTIONAL CENTER	BRIDGEPORT	144
HOUSATONIC COMMUNITY COLLEGE	BRIDGEPORT	37
SOUTHWEST CONN MENTAL HEALTH	BRIDGEPORT	291
BROOKLYN CORRECTIONAL INST	BROOKLYN	94
CHESHIRE CORRECTIONAL INST	CHESHIRE	303
MANSON YOUTH INST	CHESHIRE	235
WEBSTER CORRECTIONAL INST	CHESHIRE/CLOSED	16
WESTERN CONN STATE UNIVERSITY	DANBURY	127
QUINEBAUG VALLEY COMM COLLEGE	DANIELSON	21
ASNUNTUCK COMMUNITY COLLEGE	ENFIELD	37
ENFIELD CORRECTIONAL INST	ENFIELD	121
ROBINSON CORRECTIONAL INST	ENFIELD	194
WILLARD-CYBULSKI INST	ENFIELD	148
CHIEF MEDICAL EXAMINER	FARMINGTON	25
TUNXIS COMMUNITY COLLEGE	FARMINGTON	38
UCONN HEALTH CENTER	FARMINGTON	981
ADVOCACY FOR PERSONS DISABLED	HARTFORD	31
AFRICAN AMERICAN AFFAIRS	HARTFORD	2
AIR MANAGEMENT	HARTFORD	80
AUDITORS OF PUBLIC ACCOUNTS	HARTFORD	99
BOARD OF REGENTS	HARTFORD	4
BOARD OF STATE ACAD. AWARDS	HARTFORD	9
BOARD SUPPORT	HARTFORD	2
BUREAU OF ENERGY&TECH POLICY	HARTFORD	19
BUREAU OF OUTDOOR RECREATION	HARTFORD	111
CAPITAL COMMUNITY COLLEGE	HARTFORD	33
CAPITAL REG DEV AUTH	HARTFORD	6
CAPITOL REGIONAL MENTAL HEALTH	HARTFORD	152
COMM ON CULTURE AND TOURISM	HARTFORD	8
COMM ON STATUS OF WOMEN	HARTFORD	6
COMMISSION ON AGING	HARTFORD	2
COMMISSION ON CHILDREN	HARTFORD	4
COMMISSIONER'S OFFICE	HARTFORD	90
COMMISSIONERS OFFICES	HARTFORD	6
CONN STATE UNIVERSITY SYSTEM	HARTFORD	18

457 Plan--Distribution of Participants by State Agency

State of Connecticut Agency	Location	# of Participants
CONNECTICUT COMMUNITY COLLEGES	HARTFORD	33
CONNECTICUT STATE LIBRARY	HARTFORD	58
COUNCIL ENVIRONMENTAL QUALITY	HARTFORD	1
COUNCIL ON CHILDREN'S TRUST	HARTFORD	1
CTCLEAN ENERGY FIN AND INV AUTH	HARTFORD	11
DEAF & HEARING IMPAIRED COMM	HARTFORD	6
DEPARTMENT OF HOUSING	HARTFORD	22
DEPT ADMINISTRATIVE SERVICES	HARTFORD	534
DEPT ECONOMIC & COMM DEV	HARTFORD	102
DEPT OF AGRICULTURE	HARTFORD	44
DEPT OF BANKING	HARTFORD	101
DEPT OF CONSTRUCTION SERVICES	HARTFORD	3
DEPT OF CONSUMER PROTECTION	HARTFORD	178
DEPT OF ENVIRONMENTAL PROTECTION	HARTFORD	3
DEPT OF HIGHER EDUCATION	HARTFORD	8
DEPT OF INFORMATION TECHNOLOGY	HARTFORD	48
DEPT OF INSURANCE	HARTFORD	134
DEPT OF PUBLIC HEALTH	HARTFORD	528
DEPT OF PUBLIC WORKS	HARTFORD	30
DEPT OF REHABILITATION SVCS	HARTFORD	264
DEPT OF REVENUE SERVICES	HARTFORD	601
DIV OF LEGAL&GOVT AFFAIRS	HARTFORD	4
DIVISION OF ED PROGRAMS AND SVCS	HARTFORD	12
ELECTIONS ENFORCEMENT COMM	HARTFORD	4
FINANCE AND ADMINISTRATIVE SERVICES	HARTFORD	28
FINANCIAL SUPPORT SERVICES	HARTFORD	98
FREEDOM OF INFORMATION COMM	HARTFORD	4
HARTFORD CORRECTIONAL CENTER	HARTFORD	223
LEGISLATIVE MANAGEMENT	HARTFORD	312
NATURAL RESOURCES	HARTFORD	92
OFFICE OF EARLY CHILDHOOD	HARTFORD	21
OFFICE OF GOVT ACCOUNTABILITY	HARTFORD	51
OFFICE OF HEALTH CARE ACCESS	HARTFORD	4
OFFICE OF HEALTH CARE ADVOCATE	HARTFORD	9
OFFICE OF HOMELAND SECURITY	HARTFORD	2
OFFICE OF LIEUTENANT GOVERNOR	HARTFORD	7

457 Plan--Distribution of Participants by State Agency

State of Connecticut Agency	Location	# of Participants
OFFICE OF POLICY & MANAGEMENT	HARTFORD	112
OFFICE OF STATE COMPTROLLER	HARTFORD	241
OFFICE OF STATE TREASURER	HARTFORD	105
OFFICE OF THE ATTORNEY GENERAL	HARTFORD	267
OFFICE OF THE CHILD ADVOCATE	HARTFORD	1
OFFICE OF THE GOVERNOR	HARTFORD	18
PSYCHIATRIC REVIEW BOARD	HARTFORD	3
PUBLIC DEFENDER SERVICES COMM	HARTFORD	275
PUBLIC UTILITY REG. AUTHORITY	HARTFORD	55
SECRETARY OF THE STATE	HARTFORD	49
STATE DEPARTMENT OF EDUCATION	HARTFORD	9
STATE DEPARTMENT OF EDUCATION	HARTFORD	6
STATE DEPARTMENT ON AGING	HARTFORD	14
STATE ETHICS COMMISSION	HARTFORD	2
STATE PROPERTIES REVIEW BRD	HARTFORD	1
TALENT OFFICE	HARTFORD	6
TEACHERS RETIREMENT BOARD	HARTFORD	16
TEACHING AND LEARNINGS	HARTFORD	20
WASTE MANAGEMENT	HARTFORD	112
WATER MANAGEMENT	HARTFORD	133
WORKFORCE COMPETITIVENESS	HARTFORD	1
MANCHESTER COMMUNITY COLLEGE	MANCHESTER	52
CONN MENTAL HEALTH CENTER	MIDDLETOWN	201
CONNECTICUT VALLEY HOSPITAL	MIDDLETOWN	1171
DEPT OF PUBLIC SAFETY	MIDDLETOWN	4
DEPT OF PUBLIC SAFETY	MIDDLETOWN	91
DEPT OF PUBLIC SAFETY	MIDDLETOWN	67
DEPT OF PUBLIC SAFETY	MIDDLETOWN	14
DEPT OF PUBLIC SAFETY	MIDDLETOWN	26
DPS POLICE OFFICERS TRAIN.CNL	MIDDLETOWN	13
FIRE PREVENTION	MIDDLETOWN	12
MIDDLESEX COMMUNITY COLLEGE	MIDDLETOWN	28
POLICE OFFICER STANDARDS	MIDDLETOWN	3
RIVER VALLEY SERVICES	MIDDLETOWN	91

EXHIBIT 2

457 Plan--Distribution of Participants by State Agency		
State of Connecticut Agency	Location	# of Participants
AGRICULTURAL EXPERIMENT STATION	MULTIPLE LOCATIONS	60
DDS SOUTHUBURY TRAINING SCHOOL	MULTIPLE LOCATIONS	383
DEPT OF CHILDREN AND FAMILY	MULTIPLE LOCATIONS	2463
DEPT OF DEVELOPMENTAL SERVICES NORTH	MULTIPLE LOCATIONS	592
DEPT OF LABOR	MULTIPLE LOCATIONS	688
DEPT OF MOTOR VEHICLES	MULTIPLE LOCATIONS	552
DEPT OF PUBLIC SAFETY	MULTIPLE LOCATIONS	1049
DEPT OF SOCIAL SERVICES	MULTIPLE LOCATIONS	1596
DEPT OF TRANSPORTATION	MULTIPLE LOCATIONS	40
DEPT OF TRANSPORTATION	MULTIPLE LOCATIONS	733
HUMAN RIGHTS & OPPORTUNITIES	MULTIPLE LOCATIONS	56
JUDICIAL BRANCH	MULTIPLE LOCATIONS	2924
MENTAL HEALTH AND ADDICTION	MULTIPLE LOCATIONS	321
MILITARY DEPARTMENT	MULTIPLE LOCATIONS	67
SOLDIERS SAILORS & MARINE FUND	MULTIPLE LOCATIONS	10
UNIVERSITY OF CONNECTICUT	MULTIPLE LOCATIONS	675
VOCATIONAL TECHNICAL SCHOOLS	MULTIPLE LOCATIONS	325
WORKERS' COMPENSATION COMM	MULTIPLE LOCATIONS	86
CENTRAL CONN STATE UNIVERSITY	NEW BRITAIN	162
CHARTER OAK COLLEGE	NEW BRITAIN	4
CONNECTICUT SITING COUNCIL	NEW BRITAIN	8
DEPT OF PUBLIC UTILITY CONTROL	NEW BRITAIN	16
OFFICE OF CONSUMER COUNSEL	NEW BRITAIN	11
GATEWAY COMMUNITY COLLEGE	NEW HAVEN	63
NEW HAVEN CORRECTIONAL CENTER	NEW HAVEN	172
SOUTHERN CONN STATE UNIVERSITY	NEW HAVEN	196
BUREAU OF ADMINISTRATION	NEWINGTON	350
BUREAU OF HIGHWAY OPERATIONS	NEWINGTON	908
BUREAU OF PLANNING AND RESEARCH	NEWINGTON	90
DEPARTMENT OF PUBLIC TRANSPORTATION	NEWINGTON	76
DIVISION OF SPECIAL REVENUE	NEWINGTON	22
PROBATE COURT ADMINISTRATION	NEWINGTON	18
CEDARCREST REGIONAL HOSPITAL	NEWINGTON/CLOSED	33
GARNER CORRECTIONAL INST	NEWTOWN	127
YORK CORRECTIONAL INST	NIANTIC	351
GATES CORRECTIONAL INST	NIANTIC/CLOSED	27

457 Plan--Distribution of Participants by State Agency

State of Connecticut Agency	Location	# of Participants
NORWALK COMMUNITY COLLEGE	NORWALK	41
SOUTHEAST MENTAL HEALTH	NORWICH	146
THREE RIVERS COMMUNITY COLLEGE	NORWICH	38
OFFICE OF VICTIM ADVOCATE	PLAINVILLE, HARTFORD	2
CONN DEVELOPMENT AUTHORITY	ROCKY HILL	6
CONN HOUSING FINANCE AUTHORITY	ROCKY HILL	105
CONNECTICUT INNOVATIONS, INC	ROCKY HILL	35
CONNECTICUT LOTTERY	ROCKY HILL	98
DEPT OF VETERANS AFFAIRS	ROCKY HILL	232
DIVISION OF CRIMINAL JUSTICE	ROCKY HILL	329
NORTHERN CORRECTIONAL INST	SOMERS	128
OSBORN CORRECTIONAL INST	SOMERS	249
BERGIN CORRECTIONAL INST	STORRS/CLOSED	31
MACDOUGALL-WALKER INST	SUFFIELD	365
CORRIGAN-RADGOWSKI CENTER	UNCASVILLE	298
DEPT OF DEVELOPMENTAL SERVICES SOUTH	WALLINGFORD	460
DEPT OF DEVELOPMENTAL SERVICES WEST	WATERBURY	154
DEPT OF DEVELOPMENTAL SERVICES WEST	WATERBURY	406
NAUGATUCK VALLEY COMM COLLEGE	WATERBURY	103
WESTERN CONN MENTAL HEALTH	WATERBURY	216
CENTRAL TRAINING STAFF DEVELOPMENT	WETHERSFIELD	24
DEPT OF CORRECTIONS CENTRAL OFFICE	WETHERSFIELD	704
EASTERN CONN STATE UNIVERSITY	WILLIMANTIC	132
CT AIRPORT AUTHORITY	WINDSOR	84
EDUCATION & SVCS FOR THE BLIND	WINDSOR	16
NORTHWESTERN COMMUNITY COLLEGE	WINSTED	36

ARP--Distribution of Participants by State Agency

State of Connecticut Agency	Location	# of Plan Participants
HOUSATONIC COMMUNITY COLLEGE	BRIDGEPORT	206
WESTERN CONNECTICUT UNIVERSITY	DANBURY	579
QUINEBAUG VALLEY COMM COLLEGE	DANIELSON	146
ASNUNTUCK COMMUNITY COLLEGE	ENFIELD	182
TUNXIS COMMUNITY COLLEGE	FARMINGTON	349
UCONN HEALTH CENTER	FARMINGTON	3,796
CAPITAL COMMUNITY COLLEGE	HARTFORD	293
CAPITOL REGIONAL MENTAL HEALTH	HARTFORD	13
CONNECTICUT COMMUNITY COLLEGES	HARTFORD	100
CONNECTICUT STATE UNV SYSTEM	HARTFORD	51
DEPARTMENT OF HIGHER EDUCATION	HARTFORD	224
LEGISLATIVE MANAGEMENT	HARTFORD	1
MANCHESTER COMMUNITY COLLEGE	MANCHESTER	424
MIDDLESEX COMMUNITY COLLEGE	MIDDLETOWN	227
UNIVERSITY OF CONNECTICUT	MULTIPLE LOCATIONS	4,118
CENTRAL CONNECTICUT UNIVERSITY	NEW BRITAIN	1,028
CHARTER OAK COLLEGE	NEW BRITAIN	48
GATEWAY COMMUNITY COLLEGE	NEW HAVEN	554
SOUTHERN CONNECTICUT UNIVERSITY	NEW HAVEN	870
NORWALK COMMUNITY COLLEGE	NORWALK	479
THREE RIVERS COMMUNITY COLLEGE	NORWICH	213
NAUGATUCK VALLEY COMM COLLEGE	WATERBURY	402
EASTERN CONNECTICUT UNIVERSITY	WILLIMANTIC	576
NORTHWESTERN COMMUNITY COLLEGE	WINSTED	162

403(b) Plan--Distribution of Participants by State Agency

State of Connecticut Agency	Location	# of Plan Participants
HOUSATONIC COMMUNITY COLLEGE	BRIDGEPORT	108
SOUTHWEST CONN MENTAL HEALTH	BRIDGEPORT	25
CHESHIRE CORRECTIONAL INST	CHESHIRE	2
MANSON YOUTH INST	CHESHIRE	4
WESTERN CONN STATE UNIVERSITY	DANBURY	265
QUINEBAUG VALLEY COMM COLLEGE	DANIELSON	30
ASNUNTUCK COMMUNITY COLLEGE	ENFIELD	67
ENFIELD CORRECTIONAL INST	ENFIELD	4
ROBINSON CORRECTIONAL INST	ENFIELD	4
WILLARD-CYBULSKI INST	ENFIELD	3
TUNXIS COMMUNITY COLLEGE	FARMINGTON	78
UConn HEALTH CENTER	FARMINGTON	1689
BOARD OF REGENTS	HARTFORD	4
BOARD OF STATE ACAD. AWARDS	HARTFORD	23
BOARD SUPPORT	HARTFORD	7
CAPITAL COMMUNITY COLLEGE	HARTFORD	71
CAPITOL REGION MENTAL HEALTH	HARTFORD	4
COMMISSIONERS OFFICES	HARTFORD	10
CONN STATE UNIVERSITY SYSTEM	HARTFORD	31
CONNECTICUT COMMUNITY COLLEGES	HARTFORD	61
DEPT OF HIGHER EDUCATION	HARTFORD	20
DIVISION OF ED PROGRAMS AND SERVICES	HARTFORD	45
EVALUATION AND RESEARCH	HARTFORD	40
FINANCE AND ADMINISTRATIVE SERVICES	HARTFORD	63
STATE DEPARTMENT OF EDUCATION	HARTFORD	7
STATE DEPARTMENT OF EDUCATION	HARTFORD	19
TEACHING AND LEARNINGS	HARTFORD	51
MANCHESTER COMMUNITY COLLEGE	MANCHESTER	159
CONNECTICUT VALLEY HOSPITAL	MIDDLETOWN	115
MIDDLESEX COMMUNITY COLLEGE	MIDDLETOWN	49
RIVER VALLEY SERVICES	MIDDLETOWN	4
DDS SOUTHUBURY TRAINING SCHOOL	MULTIPLE LOCATIONS	6
DEPT OF CHILDREN AND FAMILY	MULTIPLE LOCATIONS	32
DEPT OF CORRECTIONS	MULTIPLE LOCATIONS	5

403(b) Plan--Distribution of Participants by State Agency

State of Connecticut Agency	Location	# of Plan Participants
DEPT OF DEVELOPMENTAL SERVICES NORTH	MULTIPLE LOCATIONS	6
MENTAL HEALTH AND ADDICTION	MULTIPLE LOCATIONS	10
UNIVERSITY OF CONNECTICUT	MULTIPLE LOCATIONS	1908
VOCATIONAL TECHNICAL SCHOOLS	MULTIPLE LOCATIONS	721
GATEWAY COMMUNITY COLLEGE	NEW HAVEN	135
NEW HAVEN CORRECTIONAL CENTER	NEW HAVEN	1
SOUTHERN CONN STATE UNIVERSITY	NEW HAVEN	404
CEDARCREST REGIONAL HOSPITAL	NEWINGTON/CLOSED	1
GARNER CORRECTIONAL INST	NEWTOWN	1
YORK CORRECTIONAL INST	NIANTIC	5
GATES CORRECTIONAL INST	NIANTIC/CLOSED	1
NORWALK COMMUNITY COLLEGE	NORWALK	142
SOUTHEAST MENTAL HEALTH	NORWICH	3
THREE RIVERS COMMUNITY COLLEGE	NORWICH	86
OSBORN CORRECTIONAL INST	SOMERS	5
BERGIN CORRECTIONAL INST	STORRS/CLOSED	1
MACDOUGALL-WALKER INST	SUFFIELD	4
DEPT OF DEVELOPMENTAL SERVICES SOUTH	WALLINGFORD	11
DEPT OF DEVELOPMENTAL SERVICES WEST	WATERBURY	15
DEPT OF DEVELOPMENTAL SERVICES WEST	WATERBURY	4
NAUGATUCK VALLEY COMM COLLEGE	WATERBURY	146
WESTERN CONN MENTAL HEALTH	WATERBURY	3
EASTERN CONN STATE UNIVERSITY	WILLIMANTIC	329
NORTHWESTERN COMMUNITY COLLEGE	WINSTED	55

Municipalities Participating in the 457 Plan Participant Distribution	# of Plan Participants
ACCESS HEALTH CT	36
BERLIN PROBATE DISTRICT	5
BRIDGEPORT PROBATE DISTRICT	4
CAPITAL REGION DEV AUTHORITY	3
CAPITOL REGION EDUCATION COUNCIL	1
CENTRAL CT REGIONAL CHILDREN'S	2
CLINTON PUBLIC SCHOOLS	9
CT RESOURCES RECOVERY AUTHORITY	5
DANBURY PROBATE DISTRICT	5
DARIEN-NEW CANAAN PROBATE DIST	2
EAST HAVEN-NORTH HAVEN PROBATE	1
ELLINGTON PROBATE DISTRICT	3
FAIRFIELD PROBATE DISTRICT	3
FARMINGTON-BURLINGTON PROB DIST	1
GREENWICH PROBATE DISTRICT	1
HARTFORD PROBATE DISTRICT	6
HEALTH INFORMATION TECH EXCH	2
LEARN	16
MADISON PUBLIC SCHOOLS	8
MERIDEN PROBATE DISTRICT	3
MILFORD-ORANGE PROBATE DISTRICT	3
NAUGATUCK PROBATE DISTRICT	1
NEW LONDON REGIONAL CHILDREN'S	1
NEWINGTON PROBATE DISTRICT	6
NIAANTIC REGIONAL PROBATE DIST	4
NORTH CENTRAL CT PROBATE DIST	4
NORTHEAST PROBATE DISTRICT	1
NORTHEAST REGIONAL CHILDREN'S	1
NORWALK-WILTON PROBATE DISTRICT	6
NORWICH PROBATE DISTRICT	1
NORWICH PUBLIC SCHOOLS	8
PLAINFIELD-KILLINGLY REGIONAL	3

Exhibit 2

1. Frequency of contributions (weekly/bi-weekly/monthly)	Bi-weekly
2. Medium used to remit contributions files (electronic, disk, magnet tape, etc.)	Electronic
3. Funding method (check, wire, ACH)	Wire
4. Number of payroll locations	Less than 100
5. Number of payroll files	80

EXHIBIT 2

Participation Breakdown - 457(b) Plan				
	9/30/2019	2018	2017	2016
Total Active	26,503	26,016	25,551	25,955
Total Inactive	12,508	12,203	11,967	11,377
Total Accounts	39,011	38,219	37,518	37,332

Participation Breakdown - 401(a) Plan				
	9/30/2019	2018	2017	2016
Total Active	14,242	14,043	13,655	13,478
Total Inactive	3,051	3,038	3,001	2,959
Total Accounts	17,293	17,081	16,656	16,437

Participation Breakdown - 403(b) Plan				
	9/30/2019	2018	2017	2016
Total Active	6,127	6,196	6,082	6,113
Total Inactive	2,499	2,357	2,283	2,151
Total Accounts	8,626	8,553	8,365	8,264

Participation Breakdown - Tier IV Plan				
	9/30/2019	2018	2017	2016
Total Active	7,838	4,332	N/A	N/A
Total Inactive	34	2	N/A	N/A
Total Accounts	7,872	4,334	N/A	N/A

Total includes PPTs with a balance, Not Active PPTs enrolled but \$0 balance

Total Plan Cash Flow - 457(b) Plan				
	9/30/2019	2018	2017	2016
Contributions*	\$121,133,070	\$147,051,638	\$151,179,124	\$146,059,369
Withdrawals	(\$122,365,146)	(\$170,766,229)	(\$151,693,123)	(\$63,189,072)
Net Cash Flow	(\$1,232,076)	(\$23,714,591)	(\$513,999)	\$82,870,297

Total Plan Cash Flow - 401(a) Plan				
	9/30/2019	2018	2017	2016
Contributions*	\$70,263,543	\$120,200,290	\$105,406,878	\$114,813,788
Withdrawals	(\$338,692,569)	(\$138,433,941)	(\$99,779,790)	(\$91,351,573)
Net Cash Flow	(\$268,429,026)	(\$18,233,651)	\$5,627,088	\$23,462,215

Total Plan Cash Flow - 403(b) Plan				
	9/30/2019	2018	2017	2016
Contributions*	\$47,233,196	\$63,364,073	\$61,151,078	\$55,998,373
Withdrawals	(\$52,744,726)	(\$55,056,587)	(\$55,123,294)	(\$51,285,042)
Net Cash Flow	(\$5,511,530)	\$8,307,486	\$6,027,784	\$4,713,331

Total Plan Cash Flow - Tier IV Plan				
	9/30/2019	2018	2017	2016
Contributions*	\$4,517,614	\$2,601,319	N/A	N/A
Withdrawals	(\$31,446)	(\$1,622)	N/A	N/A
Net Cash Flow	\$4,486,168	\$2,599,697	N/A	N/A

*Contributions include Rollovers In

Stable Value Participant Count by Age - 457(b) Plan				
Age Bands	9/30/2019	2018	2017	2016
Under age 25	130	64	52	68
Age 25-34	2,093	2,042	2,051	2,062
Age 35-44	4,899	4,731	4,690	4,285
Age 45-54	7,941	8,111	8,419	7,899
Age 55-64	9,304	9,225	8,976	8,290
Age 65 - 70	3,547	3,471	3,293	3,021
Age 71 - 80	2,336	2,068	1,910	1,551
Age 80+	419	466	320	340

Stable Value Participant Count by Age - 401(a) Plan				
Age Bands	9/30/2019	2018	2017	2016
Under age 25	126	105	76	43
Age 25-34	1,376	1,366	1,337	1,229
Age 35-44	2,983	3,049	2,930	2,761
Age 45-54	3,845	3,943	3,763	3,632
Age 55-64	3,836	3,874	3,688	3,550
Age 65 - 70	1,526	1,514	1,486	1,489
Age 71 - 80	840	727	622	510
Age 80+	126	144	136	276

Stable Value Participant Count by Age - 403(b) Plan				
Age Bands	9/30/2019	2018	2017	2016
Under age 25	4	4	1	1
Age 25-34	167	173	163	146
Age 35-44	668	668	681	538
Age 45-54	1,440	1,469	1,496	1,328
Age 55-64	2,605	2,637	2,578	2,303
Age 65 - 70	1,216	1,185	1,135	1,011
Age 71 - 80	662	593	504	426
Age 80+	59	46	37	26

Stable Value Participant Count by Age - Tier IV Plan				
Age Bands	9/30/2019	2018	2017	2016
Under age 25	1,230	720	N/A	N/A
Age 26 - 35	2,677	1,644	N/A	N/A
Age 36 - 45	1,543	846	N/A	N/A
Age 46 - 55	1,066	535	N/A	N/A
Age 56 - 65	562	275	N/A	N/A
Age 65 - 70.5	332	137	N/A	N/A
Age 71 - 80	25	13	N/A	N/A
Age 80+	3	1	N/A	N/A

Stable Value Assets by Age - 457(b) Plan				
Age Bands	9/30/2019	2018	2017	2016
Under age 25	\$24,421	\$23,832	\$22,310	\$28,573
Age 25-34	\$3,304,620	\$3,643,631	\$3,674,175	\$4,049,928
Age 35-44	\$29,255,053	\$28,921,590	\$31,273,017	\$31,584,251
Age 45-54	\$172,636,790	\$174,447,974	\$187,367,325	\$194,148,869
Age 55-64	\$505,462,405	\$484,102,925	\$473,900,864	\$464,924,596
Age 65 - 70	\$305,329,242	\$293,399,782	\$274,152,113	\$255,083,090
Age 71 - 80	\$191,635,049	\$165,940,346	\$151,497,824	\$119,145,266
Age 80+	\$22,800,948	\$25,840,740	\$16,826,753	\$18,708,507

Stable Value Assets by Age - 401(a) Plan				
Age Bands	9/30/2019	2018	2017	2016
Under age 25	\$132,232	\$107,729	\$146,534	\$391,737
Age 25-34	\$11,408,716	\$14,148,225	\$15,715,038	\$17,084,784
Age 35-44	\$54,882,756	\$83,414,499	\$65,332,645	\$63,797,293
Age 45-54	\$98,606,264	\$196,932,793	\$131,467,068	\$124,738,040
Age 55-64	\$156,507,772	\$257,200,881	\$193,400,221	\$190,752,918
Age 65 - 70	\$90,168,153	\$113,616,318	\$106,065,744	\$100,183,112
Age 71 - 80	\$75,269,656	\$69,727,010	\$57,365,348	\$46,438,644
Age 80+	\$4,418,202	\$4,814,501	\$1,986,988	\$2,391,155

Stable Value Assets by Age - 403(b) Plan				
Age Bands	9/30/2019	2018	2017	2016
Under age 25	\$318	\$2,414	\$603	\$59
Age 25-34	\$298,888	\$248,021	\$198,558	\$183,213
Age 35-44	\$3,218,856	\$3,012,693	\$3,439,527	\$3,181,161
Age 45-54	\$19,787,440	\$22,319,043	\$22,098,802	\$21,368,190
Age 55-64	\$110,564,166	\$107,402,234	\$101,714,515	\$98,276,743
Age 65 - 70	\$83,344,313	\$85,952,659	\$84,395,783	\$82,099,646
Age 71 - 80	\$79,178,821	\$69,406,962	\$55,594,243	\$43,652,761
Age 80+	\$5,326,054	\$3,541,668	\$3,034,648	\$2,279,412

Stable Value Assets by Age - Tier IV Plan				
Age Bands	9/30/2019	2018	2017	2016
Under age 25	\$23,157	\$8,574	N/A	N/A
Age 25-34	\$137,684	\$45,506	N/A	N/A
Age 35-44	\$98,286	\$39,884	N/A	N/A
Age 45-54	\$105,376	\$28,354	N/A	N/A
Age 55-64	\$125,135	\$38,248	N/A	N/A
Age 65 - 70.5 (65-70)	\$70,091	\$9,315	N/A	N/A
Age 71 - 80	\$3,191	\$1,724	N/A	N/A
Age 80+	\$370	\$224	N/A	N/A

Stable Value Cash Flow - 457(b) Plan				
	9/30/2019	2018	2017	2016
Contributions*	\$32,959,678	\$39,276,202	\$44,409,958	\$46,600,934
Withdrawals	(\$56,144,896)	(\$75,849,276)	(\$71,128,978)	(\$64,738,867)
Net Cash Flow	(\$23,185,218)	(\$36,573,074)	(\$26,719,020)	(\$18,137,933)

Stable Value Cash Flow - 401(a) Plan				
	9/30/2019	2018	2017	2016
Contributions*	\$24,042,524	\$45,035,784	\$42,667,921	\$48,879,176
Withdrawals	(\$307,109,206)	(\$95,899,731)	(\$65,025,758)	(\$54,831,333)
Net Cash Flow	(\$283,066,682)	(\$50,863,947)	(\$22,357,837)	(\$5,952,157)

Stable Value Cash Flow - 403(b) Plan				
	9/30/2019	2018	2017	2016
Contributions*	\$13,746,631	\$18,416,922	\$18,049,665	\$17,595,929
Withdrawals	(\$25,315,163)	(\$23,829,389)	(\$21,811,291)	(\$21,322,802)
Net Cash Flow	(\$11,568,532)	(\$5,412,467)	(\$3,761,626)	(\$3,726,873)

Stable Value Cash Flow - Tier IV Plan				
	9/30/2019	2018	2017	2016
Contributions*	\$369,041	\$183,895	N/A	N/A
Withdrawals	(\$2,734)	(\$54)	N/A	N/A
Net Cash Flow	\$366,307	\$183,841	N/A	N/A

*Contributions include Rollovers In

Participant Information

State of Connecticut 457(b) Plan	
	As of 9/30/19
Number of participants active and contributing	25,048
Number of participants active, not contributing*	1,355
Number of terminated participants w/balances	12,508
Number of terminated participants w/balances less than \$5,000	2,243
Number of participants suspended due to hardship	154
Total active and contributing account balances**	\$1,862,223,194
Total terminated participant account balances	\$1,317,700,290
Total loans (active loans)	\$4,677
Total loan account balance	\$40,977,409
Average account balance	\$85,288
Goalmaker enrollment	11,570
Goalmaker assets	\$424,021,691

State of Connecticut 401(a) Plan	
	As of 9/30/19
Number of participants active and contributing	9,540
Number of participants active, not contributing*	7,327
Number of terminated participants w/balances	3051
Number of terminated participants w/balances less than \$5,000	949
Number of participants suspended due to hardship	0
Total active and contributing account balances**	\$1,052,714,943
Total terminated participant account balances	\$257,176,728
Total loans	N/A
Total loan account balance	N/A
Average account balance	\$87,442
Goalmaker enrollment	3,894
Goalmaker assets	\$205,397,165

State of Connecticut 403(b) Plan	
	As of 9/30/19
Number of participants active and contributing	5,340
Number of participants active, not contributing*	909
Number of terminated participants w/balances	2,499
Number of terminated participants w/balances less than \$5,000	394
Number of participants suspended due to hardship	0
Total active and contributing account balances**	\$537,852,075
Total terminated participant account balances	\$275,511,921
Total loans (active loans)	426
Total loan account balance	\$5,368,185
Average account balance	\$101,134
Goalmaker enrollment	2,522
Goalmaker assets	\$142,019,843

Participant Information

State of Connecticut Tier IV Plan	
	As of 9/30/19
Number of participants active and contributing	7,247
Number of participants active, not contributing*	1,327
Number of terminated participants w/balances	34
Number of terminated participants w/balances less than \$5,000	34
Number of participants suspended due to hardship	0
Total active and contributing account balances**	\$7,240,460
Total terminated participant account balances	\$19,089
Total loans	N/A
Total loan account balance	N/A
Average account balance	\$943
Goalmaker enrollment	7,683
Goalmaker assets	\$7,081,022

*Includes \$0 Balance, Active Participants

**Only Active and contributing, no Active Not Contributing

Transaction Activity

457(b) Plan	9/30/2019	2018	2017	2016
Number of new participants	1,807	1,928	1,629	1,875
Number of new loans	1,267	1,638	1,700	1,592
Number of outstanding loans (active outstanding loans)	4,677	4,544	4,345	4,143
Number of hardship/emergency withdrawals	271	271	288	240
Number of lump sum distributions	3,170	4,095	3,713	3,322
Number of recordkeeper IRAs opened	1	3	4	7
Number of minimum required distributions	742	2,059	1,874	1,534
Number of DROs	42	76	69	57
Number of rollovers <i>into</i> the plan	272	340	380	412

401(a) Plan	9/30/2019	2018	2017	2016
Number of new participants	711	962	854	833
Number of new loans	N/A	N/A	N/A	N/A
Number of outstanding loans (active outstanding loans)	N/A	N/A	N/A	N/A
Number of hardship/emergency withdrawals	N/A	N/A	N/A	N/A
Number of lump sum distributions	880	1,074	1,380	1,413
Number of recordkeeper IRAs opened	1	1	1	7
Number of minimum required distributions	163	427	384	275
Number of DROs	20	43	49	40
Number of rollovers <i>into</i> the plan	673	1,141	1,227	1,549

403(b) Plan	9/30/2019	2018	2017	2016
Number of new participants	359	555	529	527
Number of new loans	142	186	160	154
Number of outstanding loans (active outstanding loans)	526	509	499	487
Number of hardship/emergency withdrawals	25	32	31	32
Number of lump sum distributions	573	699	731	611
Number of recordkeeper IRAs opened	1	1	2	3
Number of minimum required distributions	171	349	302	253
Number of DROs	6	19	18	17
Number of rollovers <i>into</i> the plan	141	220	215	225

Transaction Activity

Tier IV Plan	9/30/2019	2018	2017	2016
Number of new participants	3,575	4,434	N/A	N/A
Number of new loans	N/A	N/A	N/A	N/A
Number of outstanding loans (active outstanding loans)	N/A	N/A	N/A	N/A
Number of hardship/emergency withdrawals	N/A	N/A	N/A	N/A
Number of lump sum distributions	57	5	N/A	N/A
Number of recordkeeper IRAs opened	0	0	N/A	N/A
Number of minimum required distributions	0	0	N/A	N/A
Number of DROs	0	0	N/A	N/A
Number of rollovers <i>into</i> the plan	45	19	N/A	N/A

Cash In

457(b) Plan	9/30/2019	2018	2017	2016
Employee Pre-tax (excluding catch-up contributions)	\$99,066,976	\$119,416,432	\$120,549,758	\$118,485,489
Age 50 catch-up	\$1,827,511	\$7,482,565	\$8,644,942	\$8,070,140
3-year catch-up	\$954,538	\$1,240,181	\$1,087,000	\$697,597
Roth	\$8,322,319	\$9,682,988	\$8,409,299	\$7,314,012
After-Tax	\$0	\$0	\$0	\$0
Employer Match	\$0	\$0	\$0	\$0
Rollover Contributions	\$10,961,726	\$9,229,472	\$12,488,125	\$11,492,131
Loan repayments	\$12,568,405	\$15,571,858	\$14,995,136	\$12,956,799

401(a) plan	9/30/2019	2018	2017	2016
Employee Pre-tax (excluding catch-up contributions)	\$22,110,258	\$34,528,764	\$34,318,679	\$36,224,145
Age 50 catch-up	\$0	\$0	\$0	\$0
3-year catch-up	\$0	\$0	\$0	\$0
Roth	\$0	\$0	\$0	\$0
After-Tax	\$363,370	\$525,395	\$499,578	\$553,904
Employer Match	\$30,333,748	\$48,965,249	\$51,962,643	\$55,706,908
Rollover Contributions	\$17,456,167	\$36,180,882	\$18,625,978	\$22,328,831
Loan repayments	N/A	N/A	N/A	N/A

403(b) plan	9/30/2019	2018	2017	2016
Employee Pre-tax (excluding catch-up contributions)	\$31,939,325	\$37,071,165	\$37,661,997	\$36,914,578
Age 50 catch-up	\$1,051,076	\$4,363,442	\$4,715,309	\$4,472,135
3-year catch-up	\$0	\$0	\$0	\$0
Roth	\$4,051,938	\$4,996,371	\$4,512,295	\$4,383,838
After-Tax	0			
Employer Match	N/A	N/A	N/A	N/A
Rollover Contributions	\$10,190,857	\$16,933,095	\$14,261,477	\$10,227,772
Loan repayments	\$2,052,329	\$2,368,094	\$2,081,923	\$2,049,040

Cash In

Tier IV Plan	9/30/2019	2018	2017	2016
Employee Pre-tax (excluding catch-up contributions)	\$2,015,038	\$1,108,341	N/A	N/A
Age 50 catch-up	\$0	\$0	N/A	N/A
3-year catch-up	\$0	\$0	N/A	N/A
Roth	\$0	\$0	N/A	N/A
After-Tax	\$0	\$0	N/A	N/A
Employer Match	\$1,995,930	\$1,107,091	N/A	N/A
Rollover Contributions	\$506,646	\$385,887	N/A	N/A
Loan repayments	N/A	N/A	N/A	N/A

Lump Sum Distributions Cash

457(b) Plan	9/30/2019	2018	2017	2016
Lump sum distributions	\$36,712,947	\$43,010,757	\$35,212,932	\$30,792,404
Lump sum distributions	\$63,725,114	\$92,612,854	\$86,276,277	\$76,916,349
De Minimum payments (less than \$5,000)*	\$0	\$0	\$0	\$0
Installment payments	\$4,452,916	\$5,700,354	\$5,063,809	\$4,856,327
Unforeseeable/Hardship	\$1,472,159	\$1,305,987	\$1,535,150	\$1,348,461
Inservice withdrawals (excluding hardship	\$1,716,899	\$2,820,852	\$2,643,583	\$1,281,384
Loan withdrawals	\$14,632,275	\$18,941,403	\$19,041,295	\$17,276,264
Fees (ie: loans, self-				

* This plan has not done a Small Balance Cash Out

401(a) Plan	9/30/2019	2018	2017	2016
Lump sum distributions	\$6,490,369	\$7,997,394	\$7,929,595	\$8,224,925
Lump sum distributions	\$43,199,691	\$44,515,179	\$74,144,952	\$74,377,331
De Minimum payments (less than \$5,000)*	\$0	\$0	\$0	\$0
Installment payments	\$1,666,420	\$1,904,371	\$1,321,831	\$1,289,168
Unforeseeable/Hardship	\$0	\$0	\$0	\$0
Inservice withdrawals (excluding hardship	\$1,222,082	\$840,753	\$835,765	\$984,129
Loan withdrawals	\$0	\$0	\$0	\$0
Fees (ie: loans, self-				

403(b) Plan	9/30/2019	2018	2017	2016
Lump sum distributions	\$3,516,774	\$5,156,456	\$3,971,610	\$2,803,655
Lump sum distributions	\$24,366,290	\$29,658,984	\$33,236,119	\$32,030,357
De Minimum payments (less than \$5,000)*	\$0	\$0	\$0	\$0
Installment payments	\$1,060,817	\$1,334,374	\$1,020,264	\$842,208
Unforeseeable/Hardship	\$88,696	\$121,120	\$168,036	\$177,976
Inservice withdrawals (excluding hardship	\$11,361,319	\$13,787,961	\$12,688,858	\$11,674,739
Loan withdrawals	\$1,997,548	\$2,448,437	\$2,039,326	\$2,247,346
Fees (ie: loans, self-				

Lump Sum Distributions Cash

Tier IV Plan	9/30/2019	2018	2017	2016
Lump sum distributions	\$19,885	\$1,545	N/A	N/A
Lump sum distributions	\$11,563	\$0	N/A	N/A
De Minimum payments (less than \$5,000)*	\$0	\$0	N/A	N/A
Installment payments	\$0	\$0	N/A	N/A
Unforeseeable/Hardship	\$0	\$0	N/A	N/A
Inservice withdrawals (excluding hardship)	\$0	\$0	N/A	N/A
Loan withdrawals	\$0	\$0	N/A	N/A
Fees (ie: loans, self-			N/A	N/A

EXHIBIT 3
Sample Contract and Conditions

SECTION 1

This Agreement ("Agreement") is made and entered into as of the ____ day of + _____, 2019 ("Effective Date") by and between the State of Connecticut by and through the Office of the State Comptroller ("Comptroller"), and _____ ("Contractor") under the authority of Conn. Gen. Stat. Sections 3-112.

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Agreement shall begin effective July 1, 2020 and shall expire on June 30, 2023 and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than June 30, 2023 (hereinafter "end date"), at which time the parties may agree to extend the Agreement for an additional term, not to exceed two years.

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

SECTION 3

NOTICE OF CHANGE AND TERMINATION

Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

Comptroller: Office of the State Comptroller
 55 Elm Street
 Hartford, CT 06106
 Attention: Administrative Services Office

Contractor: _____

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

If for any reason, the Contractor shall fail to fulfill in a timely manner and proper manner its obligations under this Agreement, the Comptroller shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and the reason therefore specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all records and data prepared by the Contractor under this Agreement shall become available for audit. The Contractor shall not be relieved of liability to the Comptroller for damages sustained by the Comptroller by virtue of any breach of the Agreement by the Contractor, and the Comptroller may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages to the Comptroller is determined.

If the agreement is terminated by the Comptroller as provided herein, all fees earned up to the date of termination pursuant to _____ shall accrue and be paid to the Contractor.

**SECTION 4
SPECIFICATION OF SERVICES**

(Insert Outline of Work)

**SECTION 5
COST AND SCHEDULE OF PAYMENTS**

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the Comptroller. The Comptroller shall pay the Contractor for services performed under this Agreement as follows:

(Insert fee details, etc.)

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for any services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation as evidence of the actual cost of such expenses.

**SECTION 6
OTHER CONDITIONS**

A. Entire Agreement

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

B. Changes in Service

When changes in the services are required or requested by the Comptroller, Contractor shall promptly estimate their monetary effect and so notify the Comptroller. No change shall be implemented by Contractor unless it is approved by the Comptroller in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the Comptroller determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the Comptroller will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the Comptroller hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the Comptroller, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

The Agreement shall be deemed to have been made in the City of Hartford, State of

Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Agreement that it shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

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

To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

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

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

E. Labor and Personnel

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

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

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

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

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, the Comptroller, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

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

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the Comptroller at all times, and Contractor shall furnish all information concerning the services.

The Comptroller or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The Comptroller will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the Comptroller's request, the Contractor shall provide the Comptroller with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the Comptroller's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the Comptroller and shall make them available for inspection and audit by the Comptroller.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the Comptroller, in accordance with the provisions of Conn. Gen. Stat. Sec. 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the, State of Connecticut, the Comptroller, its officers and employees. The State of Connecticut shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

<u>Coverage:</u>	<u>Minimum Amounts and Limits</u>
Workers' Compensation	Connecticut Statutory Requirements

Employer's Liability

To the extent included under Workers'
Compensation Insurance Policy

Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:

Bodily Injury Insurance meeting Connecticut statutory requirements;

Property Damage Insurance meeting Connecticut statutory requirements;

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

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

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Comptroller or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

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

1. In any advertising, publicity, promotion; nor
2. To express or imply any endorsement of the Contractor's products or services; nor
3. To use the names of the Comptroller, its officials or employees or the Comptroller seal or Comptroller's seal in any manner (whether or not similar to uses prohibited by subparagraphs 1 and 2 above), except as only to manufacture and deliver in

accordance with this Agreement such items as are hereby contracted by the Comptroller, provided however, the use of the Comptroller seal shall require specific and express permission from the Secretary of the Comptroller.

M. Confidentiality

All data provided to Contractor by the Comptroller or developed internally by Contractor with regard to the Comptroller will be treated as proprietary to the Comptroller and confidential unless the Comptroller agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the Comptroller or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the Comptroller of the need for the disclosure and will not disclose absent consent from the Comptroller.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the Comptroller in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the Comptroller in Section 3 of this Agreement.

O. Survival

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

P. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

Q. Assignment

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

R. Severability

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

S. Headings

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

T. Third Parties

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

U. Non Waiver

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

V. Contractor Certification

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

SECTION 7
STATUTORY AND REGULATORY COMPLIANCE

A. Health Insurance Portability and Accountability Act of 1996.

Notwithstanding the language in Section (7.A.3) of the Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
3. The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
4. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
5. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
6. Definitions
 - a. "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the

HIPAA Standards.

- b. "Business Associate" shall mean the Contractor.
- c. "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- e. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
- f. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R § 164.502(g).
- g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health V Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- h. "Protected Health Information" or "PHI" shall have the same meaning as the term defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- i. "Required by Law" shall have the same meaning as the term "required by law" in 45C.F.R. § 164.103.
- j. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- k. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- l. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- m. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- o. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

7. Obligations and Activities of Business Associates.

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to

prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.

- c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- f. Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- g. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH

- Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (7.j) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
 - m. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
 - n. In the event that an Individual requests that the Business Associate (A) restrict disclosures of PHI; (i) provide an accounting of disclosures of the Individual's PHI; (ii) provide a copy of the Individual's PHI in an electronic health record; or (D) amend PHI in the Individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
 - o. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
 - p. Obligations in the Event of Breach.
 - (i) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (ii) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise

instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- (iii) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - (a) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - (b) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - (c) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - (d) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (e) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (iv) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs (a) to (d) inclusive, of subsection (7)(p)(iii) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (v) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.

- (vi) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (vii) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

8. Permitted Uses and Disclosure by Business Associate.

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

9. Obligations of Covered Entity.

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

10. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

11. Term and Termination.

- a. Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision subsection (7)(j) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (ii) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

- c. Effect of Termination.
- (i) Except as provided in subparagraph (11)(c) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with subsection (7) (j) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

12. Miscellaneous Sections.

- a. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- e. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- f. Disclaimer. Covered Entity makes no warranty or representation that

compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- g. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

B. Americans with Disabilities Act.

The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

C. Utilization of Minority Business Enterprises.

The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

D. Priority Hiring.

Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

E. Non-discrimination.

1 For purposes of this Section, the following terms are defined as follows:

- a. "Commission" means the Commission on Human Rights and Opportunities;
- b. "Contract" and "contract" include any extension or modification of the Contract or contract;
- c. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- d. "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;
- e. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- f. "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;
- g. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- h. "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;
- i. "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority,

as such term is defined in subsection (a) of C.G.S. § 32-9n; and

- j. "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (i) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency Project contract, (ii) any other state, including but not limited to any federally recognized Indian tribal government, as defined in C.G.S. §1-267, (iii) the federal government, (iv) a foreign government, or (v) an agency of a subdivision, state or government described in the immediately preceding enumerated items (i),(ii), (iii) or (iv).

- 2. a. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved.
- b. Contractor agrees, in all solicitation 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;
- c. 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 nor 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 applications for employment;
- d. the Contractor agrees to comply with each provision of this Section and CGS §§ 46a056, 46a-68e, 46a-68f and 46a-86; and
- e. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and CGS §46a-56. If the contract is a public works

contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

3. 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.
4. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
5. The Contractor shall include the provisions of subsection 2 of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
6. 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.
7.
 - a. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - b. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other

contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- c. The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
 - d. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
8. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

F. Freedom of Information.

- 1. Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- 2. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

G. Whistleblowing.

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

H. Executive Orders.

This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

I. Campaign Contribution Restriction.

For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign

contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" attached hereto.

J. Data Security

Pursuant to Connecticut Public Act 15-142, the Parties agree as follows:

1. As used in this Section:
 - a. "Confidential Information" means an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR 99, as amended from time to time and protected health information, as defined in 45 CFR 160. 103, as amended from time to time. Confidential Information does not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.
 - b. "Confidential Information Breach" means an instance where an unauthorized person or entity accesses confidential information that is subject to or otherwise used in conjunction with the Contract in any manner, including, but not limited to, the following occurrences: (i) Any Confidential Information that is not encrypted or secured by any other method or technology that renders the personal information unreadable or unusable is misplaced, lost, stolen or subject to unauthorized access; (ii) one or more third parties have accessed, or taken control or possession of, without prior written authorization from the state, (i) any Confidential Information that is not encrypted or protected, or (ii) any encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (iii) there is a substantial risk of identity theft or fraud of the State's Plan Participants.
2. Pursuant to this Agreement Agency will share Confidential Information with Contractor. Contractor at its own expense will protect from a Confidential Information Breach any and all Confidential Information that it comes to possess or control, wherever and however stored or maintained in a commercially reasonable standard and in accordance with current industry standards.

3. Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Board or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
4. The Contractor and Contractor Parties shall notify Agency and the Connecticut Office of the Attorney General as soon as practicable, but no later than ten (10) days, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach.
5. If a Confidential Information Breach has occurred and there is a risk of identity theft or fraud to the State's Plan Participants, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Connecticut Commissioner of Administrative Services, Agency and the Connecticut Office of the Attorney General, for review and approval.
 - a. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach.
 - b. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a.
 - c. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time, not to exceed two (2) years, commensurate with the circumstances of the

Confidential Information Breach.

6. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from any State of Connecticut entity or any affected individuals.
7. Contractor understands that the Attorney General may investigate any violation of this section. If the Attorney General finds that Contractor has violated or is violating any provision of this section, the Attorney General may bring a civil action in the superior court for the judicial district of Hartford under this section in the name of the state against such contractor. Nothing in this section shall be construed to create a private right of action.
8. The requirements of this section shall be in addition to the requirements of section 36a-701b of the Connecticut General Statutes as amended by Public Act 15-142, and nothing in this section shall be construed to supersede Contractor's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 P. L. 104-191 "HIPAA", the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, "FERPA" or any other applicable federal or state law.

SIGNATURES AND APPROVAL

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

Contractor

(Corporate/Legal Name of Contractor)

By: _____
Typed/Printed Name and Title of Authorized Official)

Date: _____

Agency

By: _____
Typed/Printed Name and Title of Authorized Official)

Date: _____

Connecticut Attorney General (*Approved as to form*)

Approved as to form:

Signature

Date: _____

Attachment II

This form is MANDATORY and must be completed, signed and returned before your bid can be considered by the Comptroller's Office.

**COMPTROLLER'S AFFIRMATION OF RECEIPT OF SUMMARY OF
STATE ETHICS LAWS**

The undersigned, as a duly authorized officer of the company/firm bidding/negotiating the attached contract, affirms (1) receipt of the summary of State ethics laws for contractors, (2) that key employees of the company/firm have read and understand the summary and (3) that company/firm agrees to comply with the provisions of State ethics laws.

Signature & Title

Date

Company Name
Principal Address
FEIN/SSN

Exhibit 4

CORE-CT FILE EXCHANGE

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

1. The carrier logs into the secure Core-CT Production Supplier Portal via https to download files. The URL is <https://corect.ct.gov:10400/psp/PSPRD/signon.html>

-or-

2. The carrier logs into the secure Core-CT Axway Server. The URL is <https://sfile.ct.gov/> For those using an automated system Axway has a client available at <http://www.axway.com/productssolutions/securetransport>

Testing Requirements

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

The Core-CT Supplier Portal uses a non-standard port (10400 for Production, 15000 for Test) and that may require action by the carrier's Tech Support area to accomplish this. Vendors must report in their response to this RFP whether they were able to successfully reach the portal sign on page at: <https://corect.ct.gov:10400/psp/PSPRD/signon.html> or have obtained Axway client software and successfully connected to: <https://sfile.ct.gov/>

For testing purposes, the link to the TEST supplier portal is:

<https://corect.ct.gov:15000/psp/PSTPR/?cmd=login&languageCd=ENG&>

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

Exhibit 5

INTENT TO BID FORM

Please fill out this form and email a PDF to osc.rfp@ct.gov. Note: This form must be received by 2:30PM on November 15, 2019, to be considered.

Attention: DC Plans RFP

Plan Sponsor Name: The STATE OF CONNECTICUT

Name : _____

Authorized Personnel: _____

Title: _____

This is to confirm that we have received the Request for Proposal for the State of Connecticut. We wish to advise you that we _____ **will** _____ **will not** submit a proposal to provide:

___ TPA Services

___ Stable Value Fund Management

We are not submitting a proposal because

Signature of this form presents your intent to bid.

Signature: _____

Email address: _____

Date: _____