INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into this 21 day of October, 2013 (the "Effective Date") between the Connecticut Health Insurance Exchange d/b/a Access Health CT, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut, 06103 (the "Exchange") and Shick Enterprise, LLC dba Fourteen G Design Studio, a Connecticut corporation with an office at 2 Park Place, Apt. 14G, Hartford, Connecticut, 06106 (the "Contractor").

WHEREAS, the Exchange requires the assistance of a design firm to design a website for the Navigator and In-Person Assister Program ("NIPA Program") to serve as a communications channel, and also as a repository for the posting of documents and tools vital to the NIPA Program. The Exchange also desires to have a website for the NIPA Program that can be maintained and updated by NIPA Program staff on a regular basis. In addition to the NIPA website, the Exchange needs a design firm to design print and promotional materials for the NIPA Program.

WHEREAS, the Contractor possesses experience and qualifications in performing the services described;

WHEREAS, the Exchange wishes to engage the Contractor to perform the services described below.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The Exchange desires the Contractor to perform, and the Contractor agrees to perform, the services specified in Exhibit A (the "Services").
2. Administration.
   a) The individuals in charge of administering this Agreement on behalf of the Exchange and the Contractor, respectively, are set forth on Exhibit A.
3. Time of Performance and Term.
   a) The Contractor shall perform the Services at such times and in such sequence as may be reasonably requested by the Exchange. The Contractor shall comply with any timeline or deadlines set forth in Exhibit A.
   b) Except as otherwise set forth in Exhibit A, this Agreement will run from its Effective Date until the Services are completed to the reasonable satisfaction of the Exchange, unless sooner terminated in accordance with the provisions herein.
4. Termination.
   a) Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time for any reason. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date.
   b) Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the

notice). Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 8(a) below) in its possession or custody; with the exception of one copy being retained to keep record of obligations, as soon as possible and no later than thirty (30th) days following the receipt of a written termination notice, together with a final invoice for Services performed to date.

c) The Exchange shall, within forty-five (45) days of final billing, pay the Contractor for Services completed to the reasonable satisfaction of the Exchange and any out-of-pocket costs to which the Contractor is entitled pursuant to Exhibit A. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.

5. Payment.

a) The Exchange agrees to compensate the Contractor as set forth in Exhibit A.

b) Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the Exchange. Unless otherwise specified in Exhibit A, the Contractor shall bill the Exchange on a monthly basis. The Exchange may, prior to authorizing payment under this Section, require the Contractor to submit such additional accounting and information as it deems to be necessary or appropriate.

c) In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under this Agreement against those amounts that are due or may become due from the Exchange to the Contractor under this Agreement solely for those deliverables that the Exchange judges do not meet reasonable expectations of Contractor's performance, and which have been mutually agreed upon in advance per written communication between the Exchange and Contractor . This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of this Agreement, all of which shall survive any setoffs.

d) The Exchange agrees to compensate the Contractor for late payment of properly submitted invoices for work adequately performed, at the rate of 1% per month (including partial months) for payments made more than 60 days after receipt of such invoices.

6. Cross Default.

6.1 If the Contractor breaches, defaults or in any way fails to perform satisfactorily under this Agreement, then the Exchange may treat any such event as a breach, default or failure to perform under any other agreements or arrangements ("Other Agreements") that the Contractor has with the Exchange. Accordingly, the Exchange may then exercise any and all of its rights or remedies provided for in this Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any other rights or remedies of the Exchange, as if the Contractor had breached the Other Agreements.

6.2 If the Contractor breaches, defaults or in any way fails to perform satisfactorily under any Other Agreements with the Exchange, then the Exchange may, without any action whatsoever required of the Exchange, treat any such event as a breach, default or failure to perform under this Agreement. Accordingly, the Exchange may then exercise any and all of its rights or remedies provided for in the Other Agreements or this Agreement, either selectively or collectively and

without such election being deemed to prejudice any other rights or remedies of the Exchange, as if the Contractor had breached this Agreement.

7. Representations and Warranties. The Contractor represents and warrants to the Exchange for itself and for the Contractor Agents (as defined in Section 10(d) below), as applicable, that:

   a) The Contractor possesses the experience, expertise and qualifications necessary to perform the Services;

   b) The Contractor has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;

   c) The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;

   d) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;

   e) The Contractor has, in any of their current or former jobs or assignments, not been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;

   f) The Contractor is not presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above; and

   g) None of Contractor's prior contracts with any governmental entity has been terminated by the governmental entity for cause.

8. Records/Intellectual Property.

   a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.

   b) The parties, upon written request from the other party, shall provide to the other within a reasonable time, all original Records, or, in the sole discretion of the requesting party, copies thereof. The parties shall otherwise maintain all original Records, or copies thereof, for a period of five (5) years after the termination of this Agreement. Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the Effective Date, will belong to the

9. Insurance.

9.1 Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:

(a) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.

(b) Workers' Compensation and Employers Liability: coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee.

(c) Professional Liability: The Contractor shall secure and maintain Errors and Omissions coverage in a form acceptable to the Exchange in the minimum amount of One Million Dollars ($1,000,000) aggregate, with a deductible not to exceed Ten Thousand Dollars ($10,000.00).

9.2 No later than thirty (30) days after the effective date of this Agreement, the Contractor shall furnish to the Exchange on a form or forms acceptable to the Exchange, a Certificate(s) of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the Exchange for the insurance policies required above.

10. Indemnification.

a) The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, representatives, agents, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any form.

b) The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

11. Independent Contractor. The Contractor is an independent contractor of the Exchange. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and the Exchange. The Contractor shall be solely liable for all wages, benefits

and tax withholding for itself and shall comply with all applicable tax laws. The parties are not an agent to the other, and shall have no authority to bind the Exchange.

12. Compliance with Laws. The Contractor will comply with all applicable state and federal laws and municipal ordinances in satisfying obligations under this Agreement, including, but not limited to, Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics.

13. Notice of Special Compliance Requirements. The Contractor shall comply with all provisions set forth on Exhibit B with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, Applicable Executive Orders of the Governor, and the Trafficking Victims Protection Act, and shall comply as applicable with the Cost Principles for State, Local and Tribal Governments, Subcontractor Reporting and Executive Compensation, and General Contractor Registration and Universal Identifier Requirements.

14. Confidentiality.

14.1 In the event and to the extent that the Contractor has access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Contractor agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange's prior written consent. If the Contractor is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.

14.2 The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, shall be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

15. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

If to the Exchange:

Connecticut Health Insurance Exchange
280 Trumbull Street
Hartford, CT 06103
Attention: General Counsel

If to the Contractor:

Shick Enterprise, LLC dba Fourteen G Design Studio
2 Park Place, Apt. 14G
Hartford, CT 06106
Attn: Gary Shick

16. Miscellaneous.

16.1 This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.

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

16.3 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, provided that neither party would then be deprived of its substantial benefits hereunder.

16.4 The Exchange and the Contractor shall not be excused from their obligations to perform in accordance with this Agreement except in the case of force majeure events and as otherwise provided for in this Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

16.5 The parties shall not refer to the Services provided to the Exchange for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the other parties' prior written approval.

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

16.7 Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.

16.8 The parties acknowledge and agree that nothing in any request for proposal or this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.

16.9 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

16.10 Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination.

16.11 This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.

16.12 No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.

16.13 This Agreement may be executed in any number of counterparts and by facsimile signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

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SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party.

THE CONNECTICUT HEALTH INSURANCE EXCHANGE d/b/a ACCESS HEALTH CT

Peter Van Loon
COO

2/OCT/13
Date

SHICK ENTERPRISE, LLC DBA FOURTEEN G DESIGN STUDIO

Gary Shick

10/17/13
Date

Exhibit A

Purpose:

Pursuant to the ACA, the Exchange is required to have certain consumer assistance functions in place to assist individuals and employers/employees seeking to enroll in health care coverage through the Exchange, and apply for eligibility in insurance affordability programs such as Medicaid, the Children's Health Insurance Program (CHIP), Advance Premium Tax Credits (APTCs) and Cost Sharing Reductions (CSRs). Pursuant to these requirements, the Exchange has created and manages a program for Navigators and In-Person Assisters, (the NIPA Program), as a consumer assistance function. The Exchange has partnered with the Office of the Healthcare Advocate (OHA) for this program. Through the NIPA Program, the Exchange is working with over 150 separate and distinct organizations and must establish a variety of channels for communication to manage these organizations and the program. The Exchange desires to create and maintain a NIPA website as a communications channel and as a repository for documents and tools vital to the NIPA Program, and needs the services of a design firm to design this website. Once designed and operational, the NIPA website will be maintained and updated by NIPA Program staff on a regular basis. The Exchange also needs a design firm to design print and promotional materials for the NIPA Program.

The Contractor shall perform the following Services under this Agreement:

Marketing Materials

Provide the Exchange with design and print materials for use and distribution with the Navigators, In-Person Assisters, and Certified Application Counselors. These materials will be utilized for outreach and/or enrollment event support, public relations support, training materials and internal communications. Materials will include but are not limited to:

- PowerPoint Presentations, and other types of presentations;
- Packages of materials to support the work of the Exchange's consumer assistance channels- "kits" designed to standardize their work;
- Flyers, brochures, business cards, posters and other print materials;
- Online graphics and other web-based images;
- Banners, tabletop displays, and other large-scale signage;
- Tents, table coverings, and other items imprinted with Access Health CT logo; and,
- T-shirts, pens, magnets, and other promotional items.

NIPA Website

Contractor shall complete all stages of design, development, and delivery of the NIPA website. The NIPA website is expected to launch at the end of October, and will be built on the Wordpress platform. Contractor will fulfill the following objections through the creation of the NIPA website:

- An Access Health CT Branded website to serve as a file repository and communication tool for the NIPA program.
- A website that can be maintained and updated by Access Health staff members.
- A website interface that is user friendly to accommodate the various skill levels of its users.

- Upon launch of the website, Contractor will train the NIPA Program staff as requested on both use and maintenance of the website.

  Maintenance includes:
  - Posting Content
  - Uploading Images and Videos
  - Linking to URL's
  - Maintaining existing content

Each stage of the project will require approval from the Exchange before moving on to the next stage. Specific deliverables and milestones are stated in the Schedule of Work section. The design aspects will be consistent with the Exchange's current branding guidelines.

Schedule of Work

Date	Task	The Exchange	Contractor
09/09/2013 - 09/13/2013	Develop Website Mockup		X
09/13/2013	Mock Up Signoff	X	
09/16/2013 - 09/20/2013	Demo Site Development		X
09/20/2013 09/23/2013	Demo Site Sign Off Content Submission	X X	
09/25/2013	Populate Demo Site with Content		X
09/26/2013	Migrate Demo site to Live Hosting Environment		X
09/27/2013	Get Final Signoff on Website	X	
09/30/2013	Training with Access Health CT Contact	X	X
10/01/2013	Launch Website		X

The Website will consist of the following six webpages:

1. Home
2. Newsletter
3. Blog
4. Contact Us
5. Tools/Downloads
6. Reporting

Once the Exchange approves the Beta version of the website, the Delivery Phase shall begin. Contractor will launch the website into the live environment. In addition to providing training for the NIPA Program staff, Contractor will also provide the Exchange with a project delivery packet including all needed login information and tutorials for the website. Contractor will request that the Exchange execute a project completion document at this phase of the project.

After the NIPA website has been launched into the live environment, Contractor will be available to troubleshoot issues that arise with the website throughout the term of this Agreement.

Staffing

Gary Shick and Michael Shick will be responsible for performing all of Contractor's duties pursuant to this Agreement.

Administration

The individual in charge of administering this Agreement on behalf of the Exchange is Kate Gervais.

The individual in charge of administering this Agreement on behalf of the Contractor is Gary Shick.

Deadlines/Timeline

Contractor shall perform the Services in a timely manner consistent with the needs of the Exchange, recognizing that the Exchange will require immediate assistance. If not sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall expire April 30, 2014.

Compensation

The Exchange shall pay the Contractor on an hourly basis for the design Services rendered under this Agreement according at the all-inclusive hourly rate of $135.00. The contractor shall be compensated solely based upon work performed, documented and accepted by the Exchange.

The Exchange shall pay the Contractor up to $150,000.00 for design and printing of miscellaneous marketing materials. The Exchange shall pay the Contractor up to $8,100.00 for website design services.

The Exchange shall pay the Contractor a total sum not to exceed One Hundred and Fifty-Eight Thousand and One Hundred Dollars ($158,100.00).

Billing

The Contractor shall submit invoices on a semi-monthly basis. Invoices shall, at a minimum, include the Contractor name, the billing period, the dates worked, the number of hours worked each day (billed to the tenth of an hour within a single workday) with a brief synopsis of the work performed, the rate being charged for the Contractor, and the total cost for the Contractor's work during the billing period.

Exhibit B

A. Nondiscrimination and Affirmative Action

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not

limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

b) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statues §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State

and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

B. Certain State Ethics Requirements.

a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.

b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these CT HIX Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

D. Trafficking Victims Protections Act of 2000, as amended.

Neither the Contractor nor the Contractor's employees shall:

i. Engage in severe forms of trafficking in persons during the term of this Agreement;
ii. Procure a commercial sex act during the term of this Agreement; or
iii. Use forced labor in the performance of this Agreement.

E. Cost Principles for State, Local and Tribal Governments

As a Subcontractor of a federal grant recipient, Contractor is subject to the federal cost principle requirements as set forth in Title 2 Part 225, State, Local, and Indian Tribal Governments (previously A-87), if applicable.

F. Subcontractor Reporting and Executive Compensation.

As a Subcontractor of a federal grant recipient, Contractor is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170, if applicable. Subcontractors of a federal grant recipient must report information for each first tier subaward of $25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding and Transparency Act Subaward Reporting System (FSRS) is available at www.fsrs.gov.

G. Central Contractor Registration and Universal Identifier Requirements.

As a Subcontractor of a federal grant recipient, Contractor is subject to the requirements of 2 CFR part 25, Appendix A, if applicable.