

Addendum B to Independent Contractor Agreement

This Addendum B (this "Addendum"), dated October 31, 2013, is pursuant to that certain Independent Contractor Agreement (the "Agreement"), executed on or about August 20, 2013, between the Connecticut Health Insurance Exchange (the "Exchange"), and Pappas MacDonnell, Inc. ("Contractor").

Contractor is being engaged under this Addendum B to continue its work assisting the Exchange by developing and executing an integrated communications plan in order to launch the online marketplace and drive enrollment. These efforts will include:

- creating, producing, planning and placing paid media;
- design, supervision and build-out of 2 storefront enrollment centers;
- creation of materials for community outreach;
- creation of a series of direct marketing materials;
- web and social media-related services;
- brand support services; and
- management services with respect to the above.

The Term of the Agreement is hereby extended to April 15, 2014, and the scope of services ("Services") shall be as set forth and detailed in "Addendum B Statement of Work" with the revision date of November 4, 2013 ("Statement of Work"). Services are to be purchased according to individual Purchase Orders referencing the Statement of Work and applicable project number line item(s), which Purchase Orders shall be issued by the Exchange in a timely manner. All work referenced within a Purchase Order issued under this Addendum is to be completed during the duration of the performance period stated in the applicable Purchase Order.

Compensation

The Contractor shall be paid a sum not to exceed \$10,289,290.88. This amount includes \$88,267.42 toward PO #580 for winding down of the canvasser program, \$11,194.46 toward PO #534 for in-person assister materials and \$10,189,829.00 toward Purchase Orders expected to be issued by the Exchange after the date of this Addendum. This amount is in addition to the \$7,212,065 previously paid by the Exchange under Addendum A. All amounts stated in the Statement of Work and supporting Purchase Orders are not-to-exceed budgets unless otherwise revised and agreed to in writing by the Parties. Contractor shall be compensated for work performed, documented and accepted by the Exchange, and Contractor shall provide supporting documentation for the services and deliverables provided under this Addendum.

Reasonable and necessary out-of-pocket expenses incurred in the performance of the Services by Contractor are included in the not-to-exceed budget described above and shall be billed to the Exchange at Contractor's cost with no mark-up (and Contractor agrees that it shall not receive any commission with respect to any media purchases on behalf of the Exchange and shall rebate all such amounts to the Exchange).

Billing

Pappas MacDonnell will bill the Exchange on a monthly basis within the first fifteen (15) days of each month for work conducted in the prior month. Invoices shall correlate to the Statement of Work by project name and shall be submitted in a format substantially similar to the sample attached hereto as Exhibit 1 to include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the Purchase Order Number, the billing period, the name and title of the individuals providing the services, the task codes for the services rendered, language of project, project details/description, and a brief synopsis of the work performed in connection with that Purchase Order only (including a general description of specific services or deliverables including those that may be partially complete); state if payments are for advance work (e.g. media) and the date of service of the advance work. Such form of invoice attached as Exhibit 1 shall constitute the agreed-upon form of billing to facilitate the Exchange's audit or review for the purposes of Section 16.6 of the Agreement; provided, however, that nothing herein shall restrict the Exchange's right to audit or review of the Services as provided in such Section 16.6. Terms are Net 30 Days unless otherwise noted on the applicable Purchase Order.

Invoices for permitted expenses shall include a detailed account of expenses, specifying the date when and purpose for which they were incurred as well as all supporting receipts, invoices, bills and other available documentation, or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses.

Administration

The individual in charge of administering this Addendum on behalf of the Exchange is Peter Van Loon, Chief Operating Officer.

The individual in charge of administering this Addendum on behalf of the Contractor is Susan Pappas, Principal, Strategic Planning and Oversight.

Whenever consent of the Exchange is required under the Agreement, or any Addendum, Purchase Order or Statement of Work, such approval must be received from either the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of the Exchange.

Staffing

The staff members of the Contractor primarily responsible for the performance of this Agreement are:

- Susan Pappas, Principal, Strategic Planning and Oversight
- Kyle MacDonnell, Principal, Digital Strategy and Innovation
- Phillip Stevens, Executive Vice President, Marketing and Communications Strategy
- Andrew Grossman, Principal, Grossman Heinz, LLC

The Contractor may not change these individuals without the prior written consent of the Exchange. Other staff members and their functions may be called upon to perform specific services under this Agreement from time to time. The rates for such individuals will be separately billed at no greater than the listed rates in Table A-3 (Consultant Billing Rates).

In addition Pappas MacDonnell may perform services through use of those subcontractors identified in Table A-4, as approved by the Exchange.

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

Connecticut Health Insurance Exchange
dba Access Health CT

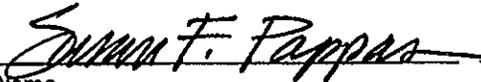


Name
CEO

Title
11/25/13

Date

Pappas MacDonnell, Inc.



Name
Partner

Title
11/24/13

Date