

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into this 12<sup>th</sup> day of FEBRUARY, 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, 15<sup>th</sup> Floor, Hartford, Connecticut 06103 (the "Exchange") and Maximus Health Services, Inc., with an office at 30 Broad Street, New York, New York 10004 (the "Contractor").

WHEREAS, the Contractor possesses experience and qualifications in performing the services described below and provides these services to various companies and organizations;

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 parties agree that the Exchange Call Center Request for Proposal dated October 5, 2012 (the "RFP") and the Contractor's response thereto, including the Contractor's revised submission to assumptions dated November 12, 2012 and its Best and Final Offer submitted December 7, 2012, (the "Response") are incorporated into this Agreement by reference and are made a part hereof; provided, however, that in the event of any inconsistency between (i) the RFP and/or the Response and (ii) this Agreement, its Exhibits or Schedules, this Agreement and its Exhibits and Schedules shall control. The Contractor shall perform all services set forth in the RFP and the Response, including, but not limited to, the Requirements Traceability Matrix, as set forth on Exhibit A attached hereto (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 B.
  - b) The Exchange shall have the right to interview, screen and approve or deny all key staff proposed to provide the Services; provided, however, that approval shall not be unreasonably withheld or delayed. If the Exchange requests that a staff member of the Contractor no longer provide services to the Exchange under this Agreement, the Contractor shall remove such staff member from the assignment within seven (7) days. Upon the request of the Exchange, the Contractor shall augment the remaining staff with staff acceptable to the Exchange.
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 B.
  - b) This Agreement will run from its Effective Date until August 31, 2016, unless sooner terminated in accordance with the provisions herein. The Exchange shall have the right to extend the term of this Agreement for one (1) additional two (2) year period. If the

Exchange elects to extend the term, it shall deliver notice of such to the Contractor by March 1, 2016.

4. Termination.

a) Termination for Convenience

- i) Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time without cause. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination which shall be no fewer than sixty (60) days following the date of the written notice. The Contractor shall thereafter cease performance of the Services at once or in stages as directed by the Exchange.
- ii) In the event that the Exchange terminates this Agreement without cause pursuant to this subsection (a), the Exchange shall pay to Contractor the Contractor's direct costs associated with the termination of the lease for the Contractor's space in the building at 280 Trumbull Street in Hartford, Connecticut provided that such space is used exclusively for Services provided to the Exchange. Notwithstanding the foregoing, the Contractor shall have a duty to use reasonable efforts to mitigate its damages associated with the termination of the lease for such space.

b) Termination for Cause

- i) If the Contractor has breached the Agreement in a manner that cannot reasonably be determined to be a Critical Failure, the Exchange shall provide written notice of such breach to the Contractor. The Contractor shall immediately commence to diligently cure such a breach and shall have thirty (30) calendar days from the date of the notice to do so. The Contractor shall provide the Exchange with daily progress reports, in a form requested by the Exchange. If the Contractor has breached the Agreement in a manner that reasonably should be considered a Critical Failure, the Exchange shall provide written notice of such breach to the Contractor. The Contractor shall immediately commence to diligently cure such breach, and the Contractor shall have ten (10) calendar days from the date of the notice to do so. The Contractor shall provide the Exchange with daily progress reports, in a form requested by the Exchange. Notwithstanding the foregoing, and regardless of the nature of the breach, the Contractor shall be obligated to make best efforts to cure the breach as quickly as possible prior to the contractually allowed time. If the Contractor fails to cure any breach within the applicable ten (10) or thirty (30) day time period or fails to provide daily reports showing its progress, the Exchange shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor and/or (ii) cure the breach at the expense of Maximus. If the Exchange takes action to cure the breach, the Exchange shall have the right to (i) submit invoices to Maximus for its reasonable expenses incurred in curing the breach (and Maximus shall pay any such invoices within ten (10) days following the invoice date) and/or (ii) set-off the expenses incurred in curing the breach from any current and future amounts owed to Maximus until the Exchange has been made whole for its expenditures. With respect to any particular breach, the Exchange, in its sole discretion, may elect to provide additional time for the Contractor to cure such breach. In such event, the Exchange shall notify the Contractor in writing of the additional time to be provided and any conditions (e.g., progress reports, meeting milestones) which shall apply.

If the Contractor does not cure the breach within such additional time, or comply with any conditions, the Exchange shall have the right to exercise all of its rights and remedies. No such extension of time to cure a breach shall be binding on the Exchange unless it is in writing and signed by the Chief Executive Officer of the Exchange.

- ii) For purposes of this Section, a Critical Failure includes a breach event that has or will result in: (i) the inoperability of the call center; (ii) the failure of the call center to be fully operational during the hours of 8:00am to 8:00pm ET Monday through Friday (except for down-time agreed to by the Exchange in advance); or (iii) a situation where the percentage of callers receiving a busy signal is higher than that permitted by this Agreement. The parties acknowledge that the Contractor shall not be in breach due to a failure caused by a force majeure event, as provided in Section 18.4 hereof, provided that the Contractor makes best efforts to mitigate the failure.
- iii) In the event that the Exchange terminates this Agreement for cause, the Contractor shall reimburse the Exchange for its stand-up costs in accordance with Schedule 1 attached hereto. Such amount shall be paid in full within thirty (30) days following the termination of the Agreement for cause. In the event that the Exchange terminates this Agreement for cause, the Contractor shall provide transition services to the Exchange and/or the subsequent call center vendor as requested by the Exchange. Nothing in this paragraph (iii) shall affect the rights and remedies of the Exchange in the event of Contractor's breach of this Agreement, and all such rights and remedies are hereby expressly reserved.
- iv) If the Exchange fails to pay undisputed invoiced amounts when due, the Contractor may terminate this Agreement for cause if the Contractor provides written notice of such failure to the Exchange, and the Exchange fails to pay the undisputed invoiced amounts within thirty (30) days following receipt of the notice.

c) Records and Final Billing

- i) The Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 7 below) in its possession or custody, as soon as possible and no later than the fifteenth (15<sup>th</sup>) day following the termination date, together with a final invoice for Services performed through the termination date.

The Exchange shall, within forty-five (45) days of final billing, pay the Contractor for its performance rendered and accepted by the Exchange and any out-of-pocket costs to which the Contractor is entitled pursuant to Exhibit B. The Exchange shall be entitled to off-set from this amount any amount owed by the Contractor to the Exchange pursuant to this Agreement. 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 B.
- b) Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the Exchange. Unless otherwise specified in Exhibit B, 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 any amounts that are due or may become due from the Exchange to the Contractor under this Agreement. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of this Agreement and all such remedies shall survive any setoffs.

6. Representations and Warranties. The Contractor represents and warrants to the Exchange for itself and for the Contractor Agents (as defined in Section 9(e) below), as applicable, that:

- a) The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services;
- b) The Contractor and Contractor Agents are duly and validly existing under the laws of their states of organization and are authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. 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) Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;
- e) Neither the Contractor nor any Contractor Agent has, in any of their current or former jobs or assignments, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;
- f) Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above; and
- g) Neither the Contractor nor any Contractor Agent has had one or more contracts with any governmental entity terminated for cause.

7. Records/Intellectual Property/Data.

a) Records.

- i) 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. Records shall explicitly exclude any Contractor proprietary or confidential information.

- ii) The Contractor, upon the request of the Exchange, shall promptly give to the Exchange all original Records, or, in the sole discretion of the Exchange, copies thereof. The Contractor shall otherwise maintain all original Records, or copies thereof, for a period of ten (10) years after the termination of this Agreement. Unless the Exchange designates otherwise in writing, all Records are the exclusive property of the Exchange and no one else shall have any right, including, but not limited to, any copyright, trademark or other intellectual property rights, in those Records.

b) Work Product.

- i) The Exchange shall own all Work Product of the Contractor and Contractor Agents. Work Product shall mean all software (including both object code in executable file format and source code), systems, inventions and related documentation first developed by Contractor or Contractor Agents pursuant to this Agreement. Work Product shall also include all information, data, reports, drawings, documents, processes, methods, programs, systems, procedures, studies, designs, models, inventions, specifications, computations, discoveries, improvements, and other tangible and intangible results of Contractor's services hereunder. To the extent such Work Product is copyrightable under the laws of the United States, such Work Product shall be "work made for hire" as defined in the copyright law, and the Exchange shall own the copyright therein. If for any reason any such Work Product does not qualify as a "work made for hire," Contractor hereby assigns to the Exchange, without any right of reversion, the copyright therein. The Exchange shall have the sole and exclusive right to register, hold and renew for its own benefit, all patents, copyrights and any and all other appropriate protection for all Work Product. To the extent that exclusive title or rights in any Work Product may not originally vest in the Exchange by operation of law or as otherwise contemplated hereunder, Contractor shall immediately, upon request, unconditionally and irrevocably assign, transfer and convey to the Exchange all right, title and interest therein, without additional cost to the Exchange. Contractor shall promptly give the Exchange all reasonable assistance and execute all documents the Exchange may reasonably request to enable the Exchange to perfect, preserve, enforce, register and record its rights in and to all Work Product.
  - ii) The Contractor represents and warrants that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.
- c) Contractor Property. The Contractor and/or its agents, subcontractors, consultants, or vendors (as the case may be) will retain all right, title and interest in and to all intellectual property including, but not limited to software (both object code in executable file format and source code) and related documentation, reports, results, products, programs, routines, drawings, studies, specifications, photographs, graphics, artwork, computations, data, inventions, discoveries, improvements, concepts, creative works, designs, techniques and know-how, works of authorship, trade secrets, patents, trademarks, copyrights, and any other intellectual property to the extent such intellectual property was developed: i) prior to the commencement of the Services under this

Agreement, or ii) for clients other than the Exchange. The foregoing includes all copyright, patent, trade secret, trademark and other intellectual property rights relating to such work (hereinafter the "Contractor Property"). The Exchange acknowledges that its possession, installation or use of Contractor Property will not transfer to it any title to such property. Contractor acknowledges and agrees that Work Product may incorporate Contractor Property and that Contractor or its agents, subcontractors, consultants or vendors, shall retain all rights in any such incorporated Contractor Property. The Exchange shall have a royalty-free, irrevocable, paid-up, perpetual, nonexclusive, license to use any Contractor Property incorporated in the Work Product.

d) Data.

- i) The Exchange shall retain all right, title and interest in and to all data and information that is created under this Agreement as a result of the provision of the Services, including, but not limited to, all data that is generated as a result of the use by Contractor of any third party technology systems or knowledge bases that are used by Contractor to deliver the Services hereunder. Contractor may not use this data or information for any purpose other than to perform the Services. Upon expiration or termination of this Agreement, all rights of the Contractor to the use of such data or information shall immediately terminate without further notice and Contractor shall return all such data and information and all copies thereof to the Exchange.
- ii) The Contractor shall furnish the Exchange with a description of the steps it has taken to protect the security of all data and information acquired or managed by it under this Agreement and will provide the Exchange and its designated representatives at all reasonable times access to Contractor's personnel and to facilities where such data and information are maintained for the purpose of performing audits and inspections to verify the integrity of Contractor's systems, examine and verify Contractor's operations and security procedures and controls, examine and verify Contractor's disaster recovery planning and testing, and any other matters reasonably requested by the Exchange. The Exchange agrees to keep confidential, and not to use or disclose (unless required to enforce this Agreement) any confidential or proprietary information of the Contractor in the course of any inspection undertaken pursuant to this paragraph.

e) Off-the-Shelf Software.

- i) Notwithstanding anything to the contrary in this Agreement, to the extent the Contractor's Work Product incorporates any commercial off-the-shelf software ("COTS") owned by a party other than the Contractor (the "Software Publisher"), the rights of the Exchange to such COTS shall be set forth in software licenses between the Software Publisher and the Exchange. Contractor will assume operational and financial responsibility for all such third-party software and any related payment obligations during the term hereof to the same extent as if Contractor was the licensee of such software. Contractor will pay such third party licensors directly for all license fees, royalties, use, support and all other charges and amounts due under such software licenses.
- ii) Customized software delivered pursuant to this Agreement shall include, without limitation, application modules developed to integrate with COTS software; maintenance updates and bug fixes to such application modules, configuration files, all related documentation describing the procedures for building, compiling, and installing the application modules, including names and versions of the development tools; all software design information (e.g., module names and functionality) and user

instructions. The Exchange shall own all right, title and interest, including, without limitation, the copyright, in all customized software.

- f) **Federal Requirements.** In addition to the foregoing subsections of this Section 7, and without limiting any rights granted to the Exchange thereunder, the Contractor explicitly agrees to the following: This Agreement is in support of Connecticut's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare and Medicaid Services. This Agreement is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Exchange shall own the copyright in any Work Product that is subject to copyright and was developed, or for which ownership was purchased, under this Agreement. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to the Exchange in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work Product for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering Connecticut's Exchange under the Affordable Care Act of 2010. The Contractor is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401. To the extent that the rights granted to the Exchange pursuant to this paragraph are greater than the rights granted to the Exchange elsewhere in this Agreement, the provisions of this paragraph shall control. No other provision of this Agreement shall limit the rights granted under this provision, and in the event of such a conflict, this provision shall control.

8. **Insurance.**

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:

**Workers' Compensation Insurance** as required by state statute and employer's liability insurance covering all of Contractor's employees acting within the course and scope of their employment with the following limits:

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

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

**Commercial General Liability Insurance** covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

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|--|--------------|
| a) Each occurrence                             | \$1,000,000  |
| b) General Aggregate                           | \$20,000,000 |
| c) Products and Completed Operations Aggregate | \$5,000,000  |

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

**Automobile Liability Insurance** of \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own automobiles, but they are used in the execution of the contract, then only hired and non-owned coverage is required. If vehicles are not used in the execution of the contract, then automobile coverage is not required.

**Professional liability Insurance** with a minimum limit of liability of not less than \$15,000,000 per claim and an annual aggregate of \$30,000,000. The Professional Liability Insurance shall include an endorsement for technology errors and omissions covering defense costs and/or damages resulting from Contractor's negligence or wrongful acts while performing the professional services, inclusive of design failure of electronic work processes and integration. If an endorsement is not made, a separate technology E&O policy must be obtained by the Contractor.

**Network Liability Insurance** with a minimum limit of liability of not less than \$30,000,000 per claim and an annual aggregate of \$30,000,000 with cyber coverages for defense and damages for security and privacy, regulatory action, event management and media content. Either as an endorsed coverage under this policy, as a sublimit or as a separate policy, the Contractor shall also maintain business interruption insurance for cyber events of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

**Property Insurance** covering (i) all office furniture, trade fixtures, office equipment, merchandise and all other items of Contractor's property used in providing the Services, including tenant improvements and all alterations and other improvements and additions in and to any premises used by the Contractor to provide the Services (the "Premises"). Such insurance shall be written on an "all risks" of physical loss or damage basis, for the replacement cost value new without deduction for depreciation of the covered items. This coverage will also include business interruption, loss-of-income and extra-expense insurance in such amounts for direct or indirect loss insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils.

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

- a) The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

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

The Exchange and the State of Connecticut shall be named as additional insureds on the Commercial General Liability, Automobile Liability, Employers Liability, Professional Liability, Network Liability and Business Interruption policies. Coverage required under this Agreement will be primary over any insurance or self-insurance program carried by the Exchange or the State. (The policy shall be endorsed to include the following additional insured language: "The Connecticut Health Insurance Exchange d/b/a Access Health CT and the State of Connecticut shall be named as an additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor").

The Contractor's insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Exchange (10 days for nonpayment of premium). The Contractor's insurance carrier(s) shall send all notices directly to the Exchange.

The Contractor will require all insurance policies in any way related to this Agreement and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Exchange, the State of Connecticut and their officers, agents, employees and volunteers.

All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies having a Best's rating of A- or better or equivalent rating by Fitch or S&P.

The Contractor shall provide certificates showing insurance coverage required by this Agreement to the Exchange upon execution of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver the Exchange certificates of insurance evidencing renewals thereof. At any time during the term of this Agreement, the Exchange may request in writing and the Contractor shall, within 10 days, supply satisfactory evidence that the insurance terms are met.

#### 9. Indemnification.

- a) The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, directors, representatives, agents, servants, 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, fines/penalties, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The Contractor shall use professionals reasonably acceptable to the Exchange in carrying out its obligations under this Section.
- b) The Contractor shall not be responsible for indemnifying or holding the Exchange harmless from any liability arising due to the negligence of the Exchange.

- c) Notwithstanding any other provision of this Agreement, the Contractor's duties under this Section 9 shall remain fully in effect and binding without being lessened or compromised in any way even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the Exchange or the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- d) The term "Claims" means all third-party actions, suits, claims, demands, remediations, investigations and proceedings of any kind, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any form.
- e) 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.

10. 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 its employees and shall comply with all applicable laws relating to its employees. The Contractor is not an agent of the Exchange and shall have no authority to bind the Exchange.

11. Compliance with Laws. The Contractor and Contractor Agents 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 and 45 C.F.R. § 155.260, concerning the privacy and security of personally identifiable information, as well as all other applicable laws and regulations regarding the confidentiality of personal information.

12. Nondiscrimination, Affirmative Action, State Ethics, Executive Orders and Trafficking Victims Protections Act of 2000. Without limiting the generality of any other provision of this Agreement, the Contractor shall comply with all provisions set forth on Exhibit C.

13. Confidentiality, Data Security and FOIA.

13.1 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. Nothing in this subsection 13.1 shall be deemed to limit, supersede or replace any other obligations of the Contractor under this Agreement.

13.2 The Contractor shall abide by all information security and data privacy standards contained in the Response, including, but not limited to, Section 5.6 of the Response. These standards include, but are not limited to, encryption, redundant firewalls, vulnerability assessments, virus controls, password maintenance and all applicable federal privacy and

security standards. In the event of a breach of security or loss of data, the Contractor shall notify the Exchange and the Connecticut Attorney General as soon as practicable but not later than twenty-four (24) hours after the discovery or suspicion of such breach or loss. In addition to this notification requirement, should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to the Exchange and the Connecticut Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the breach. Unless otherwise agreed to in writing by the Exchange and/or the Connecticut Attorney General, as necessary and/or appropriate, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:

- 1) Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
- 2) Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
- 3) Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
- 4) Identity theft insurance with at least \$ 25,000.00 coverage.

Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the breach, but under no circumstances shall the credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Exchange or any State of Connecticut entity. Nothing in this subsection 13.2 shall be deemed to limit, supersede or replace any other obligations of the Contractor with respect to a security breach or loss of data or affect the Exchange's rights and remedies against Contractor in the event of such a breach or loss.

13.3 The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, if the Contractor is interested in preserving the confidentiality of any part of any document that it submits to the Exchange, it will not be sufficient merely to state generally that the document is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that the Contractor believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the document. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. The Contractor specifically acknowledges that its Response and this Agreement will be considered public information upon execution hereof. The Exchange has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Exchange shall endeavor to give the Contractor notice, if possible, of any order or requirement requiring disclosure, so that the Contractor may seek a protective order or otherwise prevent or restrict such disclosure, but the Exchange shall not have any liability for a failure to give such notice. The Contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Exchange have any liability for the disclosure of any documents or

information in its possession which the Exchange believes are required to be disclosed pursuant to the FOIA or other requirements of law.

#### 14. Change Orders.

a) In the event that the Exchange wishes to make a material change to the Services, it may submit a proposed "Change Request." The parties shall meet to review the Change Request in good faith to determine whether the Change Request can be performed without increasing the cost of the Services. If the change can be performed without an increase in cost, then, notwithstanding any other provision of this Agreement, the Contractor shall implement the Change Request within a reasonable period of time. If the Change Request cannot be performed without increasing the cost of the Services, the parties shall negotiate in good faith to achieve cost savings in other areas so that the overall cost to the Exchange is not increased. If other cost savings are possible such that there is not an increase in overall cost to the Exchange, then, notwithstanding any other provision of this Agreement, the Contractor shall implement the Change Request within a reasonable period of time. If (i) neither of the foregoing are possible and (ii) the Change Request is required to comply with a change in state or federal law or regulation or carrier-driven policies, the Exchange shall use its best efforts to obtain additional funding; provided, however, that notwithstanding any other provision of this Agreement, the Contractor shall implement the Change Request in a timely manner to ensure compliance with the change in law, regulation or policy, whether or not the Exchange is successful in obtaining additional funding. If (i) the Change Request cannot be implemented without an increase in cost after good faith negotiations and (ii) the Change Request is not based in any way on a change in state or federal law or regulation or carrier-driven policies, then the parties shall negotiate in good faith an equitable charge for the Change Request that is consistent with the rate card attached as Exhibit D hereto and with the pricing of the Services overall, and the Contractor shall implement the Change Request within a reasonable period of time. The Exchange shall not be liable for any charges in connection with any Change Request unless it has agreed to those changes in a written Change Order signed by the Chief Financial Officer ("CFO") of the Exchange.

b) Prior to April 2015, the Contractor shall not be entitled to any increase in PMPM costs or other costs or charges unless such increase is agreed to pursuant to subsection 14(a) above. Commencing April 1, 2015, if the Contractor wishes to make a change to the Services or charges based on what it believes is a material variation from any of the assumptions provided in Section 2.5 of the RFP, Section 4.3 of the Response, the Contractor's revised submission to assumptions dated November 12, 2012 or the Contractor's Best and Final Offer submitted December 7, 2012, the Contractor may submit a proposed Change Request, detailing the problem and the desired solution, an impact summary, including estimates regarding additional time and costs, total additional charges and a description of how the change would be implemented if approved. The parties shall meet to review the Change Request in good faith to determine whether the Change Request is reasonable and whether a material variation has occurred. If both of these conditions have been met, the parties shall explore in good faith whether the Change Request can be implemented without an overall increase in cost. If the parties agree in good faith that the change cannot be performed without increasing the overall cost of the Services (after exploring in good faith whether cost savings can be achieved in other areas), and if the parties agree in good faith that the change is necessary, the parties shall negotiate in good faith an equitable charge for the Change Request that is consistent with the rate card attached as Exhibit D hereto and with the pricing of the Services overall. No such Change Order shall become effective until it is in writing and signed by both parties. In the case of the Exchange, the Change Order must be signed by the Exchange's CFO.

c) If prior to April 2015, there has been a material variation from any of the assumptions provided in Section 2.5 of the RFP, Section 4.3 of the Response, the Contractor's revised submission to assumptions dated November 12, 2012 or the Contractor's Best and Final Offer submitted December 7, 2012, the parties shall engage in good faith discussions to determine whether cost savings can be achieved elsewhere in the operation of the Services (without compromising the quality or reliability of the Services), and if the parties so agree, a Change Order memorializing any agreed upon changes in Services necessary to achieve such cost savings shall be executed by the parties. In the case of the Exchange, the Change Order must be signed by the Exchange's CFO.

d) For purposes of this Section 14, a change is material if the performance of the change will require material additional resources beyond those necessary to provide the Services as described in Section 1 of this Agreement. For avoidance of doubt, a material change will not include the need for additional resources to perform Services as already required by the Agreement or additional work needed to revise or correct Services already performed in order to satisfy requirements, including Service Level Requirements, contained in the Agreement. If the Exchange requests a change which is not material, the Contractor shall perform the change without a Change Request.

e) For purposes of this Section 14, if a change agreed to by the parties will require additional out-of-pocket costs (such as those related to a purchase of equipment), the Contractor shall pass through such costs to the Exchange with no margin or mark-up.

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 (Access Health CT)  
280 Trumbull Street, 15<sup>th</sup> Floor  
Hartford, CT 06103  
Attention: Chief Operating Officer  
Attention: General Counsel

If to the Contractor:

Awilda L. Martinez Rodriguez  
Vice President, Health East Region  
MAXIMUS  
30 Broad Street, 18th floor  
New York, NY 10004

With a copy to:

Adam Polatnick  
Vice President and Assistant General Counsel  
MAXIMUS  
1891 Metro Center Dr.  
Reston, VA 20190

16. Voluntary Dispute Resolution. Without limiting or delaying the right of either party to enforce its rights and remedies under this Agreement, in the event of a material dispute under the Agreement, either party may request a dispute resolution conference with the other party by giving notice to the other party in writing. If the other party, in its sole discretion, desires to engage in such a conference, the Exchange shall do so through its CEO, or his designee, and Maximus shall do so through the President of Maximus Health Services, East. The fact that the parties have engaged, or are engaged, in such a conference shall not limit or delay any party's right to enforce its rights and remedies under this Agreement.

17. Limitation of Liability. The Exchange agrees that the Contractor's aggregate liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed \$45,000,000 for the life of the contract. The foregoing limitation shall not apply to (i) Contractor's breach of State or Federal law (including but not limited to HIPAA, the HITECH Act and 45 C.F.R. § 155.260), (ii) any indemnification obligation hereunder relating to injuries to persons (including death) or damage to property, (iii) Contractor's infringement of any intellectual property rights or (iv) Contractor's gross negligence or willful misconduct. Neither party shall be liable to the other party for incidental or consequential damages.

18. Miscellaneous.

18.1 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.

18.2 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 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.

18.3 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.

18.4 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, telecommunications failure not caused by the Contractor, disasters, riots, acts of God, insurrection or war.

18.5 The Contractor 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 Exchange's prior written approval.

18.6 The Contractor shall cooperate fully with any and all audits or review of billings and/or performance metrics by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon request, provide billing in a format which will facilitate audit or review.

18.7 If at any time the Exchange deems it necessary or advisable to enter into a Business Associate Agreement with the Contractor pursuant to HIPAA, the HITECH Act or any regulation promulgated thereunder, the Contractor shall execute the Exchange's standard form of Business Associate Agreement upon the written request of the Exchange.

18.8 The Contractor shall continue to perform its obligations under this Agreement while any dispute concerning this Agreement is being resolved.

18.9 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.

18.10 The parties acknowledge and agree that nothing in any request for proposal, response to 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 directors, officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.

18.11 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.

18.12 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.

18.13 This Agreement, together with all Exhibits, Schedules and documents incorporated herein by reference, constitutes the entire agreement between the parties and

supersedes all other agreements, promises, representations and negotiations, regarding the subject matter of this Agreement.

18.14 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.

18.15 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 the parties.

*[Signature page follows]*

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

MAXIMUS HEALTH SERVICES, INC.

By:   
Name: KEVIN J. CONDITAN  
Title: CHIEF EXECUTIVE OFFICER

By:   
Name: Bruce L. Caswell  
Title: President

## Exhibit A

### Services

The Contractor shall provide the Services set forth in the RFP and the Response, including, but not limited to, the Requirements Traceability Matrix; provided, however, that in the event of any inconsistency between (i) the RFP and/or the Response and (ii) this Agreement, its Exhibits or Schedules, this Agreement and its Exhibits and Schedules shall control.\*

Without limiting the generality of the foregoing, the Contractor shall be responsible for complying with the Service Level Requirements attached hereto as Schedule 2. Failure to comply with these requirements will result in the penalties set forth on such Schedule; provided, however, that the imposition of such penalties shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of any Service Level Requirement(s) and the parties acknowledge that certain breaches of Service Level Requirements may constitute a material breach of this Agreement.

\*The parties acknowledge and agree that there is a typographical error in the sixth (6<sup>th</sup>) bulleted item under Section 4.3.3 of the Response. The date included therein should be June 2013 rather than June 2012. The parties further agree that the following chart regarding estimated Exchange enrollment volume shall replace Exhibits 4.3-1 and 9.3-1 of the Response as well as Tables 1 and 2 of the RFP in their entirety:

Open Enrollment Enrollees (initial open enrollment period estimate)	103,500 people
Steady State Enrollees (2014 estimate)	155,250 people

## Exhibit B

### Staffing

The staff members of the Contractor primarily responsible for the performance of this Agreement are Awilda Martinez and Benjamin Hunnicutt. The Contractor may not change these individuals without the prior written consent of the Exchange. The Contractor may not retain a subcontractor to perform any material portion of the Services, without the prior written approval of the Exchange.

The staff member of the Exchange primarily responsible for the performance of this Agreement is David Lynch.

### Administration

The individual in charge of administering this Agreement on behalf of the Contractor is Ilene Baylinson, President, Eastern Division.

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

### Deadlines/Timeline

The parties acknowledge that the Microsoft Project Work Plan (the "Work Plan") set forth in Exhibit 7-2.1 of the Response requires revision as of the date of execution of this Agreement due to the revised contract start date. Within fourteen (14) days following execution of the Agreement, the Exchange shall update the Work Plan, with input from Maximus' key staff members, to reasonably reflect the new start date; provided, however, that the operational "go live" date of September 1, 2013 and live call acceptance date of October 1, 2013 shall not change. The revised Work Plan shall replace the current Exhibit 7-2.1 of the Response in its entirety.

### Compensation

The parties agree that the fixed stand-up costs and the PMPM costs shall be as set forth on Schedule 3 attached hereto. Subject only to any increase in charges agreed to in writing by the Exchange as provided in Section 14(a) of the Agreement, the parties further agree that the PMPM costs set forth on Schedule 3 shall remain fixed through April 2015, even if a party believes there has been a material variation from any of the assumptions provided in Section 2.5 of the RFP, Section 4.3 of the Response, the Contractor's revised submission to assumptions dated November 12, 2012 or the Contractor's Best and Final Offer submitted December 7, 2012. In April 2015, the parties shall meet regarding the PMPM costs. If a party then believes there is a material variation from any of the assumptions provided in Section 2.5 of the RFP, Section 4.3 of the Response, the Contractor's revised submission to assumptions dated November 12, 2012 or the Contractor's Best and Final Offer submitted December 7, 2012 that merits a change to the PMPM costs, the parties shall engage in good faith negotiations to determine whether an equitable adjustment to the costs for Services rendered after March 31, 2015 is necessary to address such variation and, if so, the type and amount of the adjustment.

The Exchange shall pay the fixed stand-up costs as set forth on Schedule 3. The Exchange shall not be liable for any stand-up costs in excess of those set forth on Schedule 3.

The Contractor shall invoice the Exchange on a monthly basis for the PMPM costs and shall show as a detailed deduction from the owed amount any penalties incurred in connection with Schedule 2 regarding the Service Level Requirements. If the Contractor fails to deduct any penalties owed, the Exchange shall have a right to calculate the deduction and deduct such penalties from the invoiced amount.

PMPM costs and fixed stand-up costs are all-inclusive. The Exchange shall not be required to reimburse Contractor for any out-of-pocket costs or expenses.

#### Billing

All invoices must include reasonable detail as the Exchange requires from time to time and must be sent as directed by the Exchange. The Exchange shall pay undisputed invoices within forty-five (45) days following receipt.

## Exhibit C

### A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit C, 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 Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such

provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided 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 Agreement and as they may be adopted or amended from time to time during the term of this Agreement 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 (OPM Ethics Form 1) for this purpose, attached as Appendix A. The first of these OPM 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.

**Exhibit D**

**Rate Card**

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
Corporate Executive	\$ 207.39
Project Director	\$ 149.05
Human Resources Manager	\$ 142.58
Human Resources Specialist	\$ 52.02
Finance Manager	\$ 136.86
Finance Specialist	\$ 52.02
Call Center Representative	\$ 36.99
Call Center Representative Supervisor	\$ 42.78
Information Technology Manager	\$ 121.75
Systems Administrator	\$ 41.63
Business Analyst	\$ 52.02
Quality Assurance/Training Specialist	\$ 43.94
Reporting Specialist	\$ 48.55
Broker	\$ 43.94
Work Force Management Specialist	\$ 46.24
IT Development Manager	\$ 231.14
IT Analyst	\$ 138.68

### Schedule 1

If the Exchange terminates the Agreement for cause at any time prior to October 1, 2013, the Contractor shall reimburse the Exchange for all stand-up costs paid by the Exchange. If the Exchange terminates the Agreement for cause after September 2013, the Contractor shall reimburse the Exchange as set forth in the following schedule.

Month 1 (September 2013 and prior)	\$ 3,902,264.00
Month 2 (October 2013)	3,792,199.31
Month 3 (November 2013)	3,682,134.63
Month 4 (December 2013)	3,572,069.94
Month 5 (January 2014)	3,462,005.26
Month 6 (February 2014)	3,351,940.57
Month 7 (March 2014)	3,241,875.89
Month 8 (April 2014)	3,131,811.20
Month 9 (May 2014)	3,021,746.51
Month 10 (June 2014)	2,911,681.83
Month 11 (July 2014)	2,801,617.14
Month 12 (August 2014)	2,691,552.46
Month 13 (September 2014)	2,581,487.77
Month 14 (October 2014)	2,471,423.09
Month 15 (November 2014)	2,361,358.40
Month 16 (December 2014)	2,251,293.71
Month 17 (January 2015)	2,141,229.03
Month 18 (February 2015)	2,031,164.34
Month 19 (March 2015)	1,921,099.66
Month 20 (April 2015)	1,811,034.97
Month 21 (May 2015)	1,700,970.29
Month 22 (June 2015)	1,590,905.60
Month 23 (July 2015)	1,480,840.91
Month 24 (August 2015)	1,370,776.23
Month 25 (September 2015)	1,260,711.54
Month 26 (October 2015)	1,150,646.86
Month 27 (November 2015)	1,040,582.17
Month 28 (December 2015)	930,517.49
Month 29 (January 2016)	820,452.80
Month 30 (February 2016)	710,388.11
Month 31 (March 2016)	600,323.43
Month 32 (April 2016)	490,258.74
Month 33 (May 2016)	380,194.06
Month 34 (June 2016)	270,129.37
Month 35 (July 2016)	160,064.69
Month 36 (August 2016)	50,000.00

## Schedule 2

The Contractor shall meet the following Service Level Requirements (each a "SLR"). The Exchange shall review each SLR for consistency with industry standards on an annual basis, and the parties will negotiate in good faith to make modifications consistent with industry standards. Each month, or as indicated otherwise, the Contractor shall measure its performance against the SLRs and submit a detailed report regarding the same to the Exchange. The Contractor shall issue a credit on its invoice to the Exchange equal to the total SLR penalties accrued due to missed SLRs during such month.

If there is a material variation in an assumption provided in Section 2.5 of the RFP, Section 4.3 of the Response, the Contractor's revised submission to assumptions dated November 12, 2012 or the Contractor's Best and Final Offer submitted December 7, 2012 that reasonably prevents the Contractor from meeting one (1) or more SLR(s), the Contractor shall provide written notice of such to the Exchange. The penalties for violations of such SLR(s) shall be suspended for a period of thirty (30) days following the date of the Contractor's notice to allow the Contractor to take the necessary steps to come back into compliance with such SLR(s).

SLR spreadsheet attached.

Schedule 3

**PMPM COSTS**

Scenario 1 (Moderate Automated Interaction) PMPM		Scenario 2 (Highly Automated Interaction) PMPM	
Brokers On Maximus' Staff	Outside Brokers	Brokers On Maximus' Staff	Outside Brokers
\$2.31	\$1.99	\$2.17	\$1.84

**Schedule 3 cont'd**

**PAYMENT OF STAND-UP COSTS**

Contractor shall be responsible for procuring all of the following items which Contractor represents and warrants are necessary and sufficient to provide the Services required under the Agreement:

<b>Fixed Stand-Up Costs:</b>		
<b>Infrastructure:</b>		
Cabling	\$	38,543
Cubicle & Office Furniture Purchase	\$	45,220
<u>Build Improvements: Floor Buildout, Carpeting, Painting</u>	\$	<u>33,150</u>
<b>Total Infrastructure:</b>	\$	<b>116,912</b>
<b>IT:</b>		
Implementation & Environment Configuration Labor	\$	1,397,502
CRM Licenses (Oracle) & Hardware:		
Hosting Environment	\$	247,445
CRM Hardware	\$	194,320
CRM Licenses	\$	497,450
<u>PCs &amp; Network Hardware</u>	\$	<u>141,518</u>
<b>Total IT:</b>	\$	<b>2,478,235</b>
<b>Staff Recruiting &amp; Initial Training:</b>	\$	<b>882,788</b>
<b>Other Initial Fixed Stand Up Cost:</b>		
PBX Phone System	\$	172,997
IVR Configuration	\$	117,305
Virtual Hold PBX Extension	\$	61,766
Home Agent Setup	\$	14,989
<u>Other Telecom Equipment</u>	\$	<u>57,271</u>
<b>Total Other Initial Fixed Stand Up Cost:</b>	\$	<b>424,329</b>
<b>Total</b>	\$	<b>3,902,264</b>

Stand-Up Costs will be reimbursed to the Contractor within 30 days after submission by Contractor of invoices detailing the items purchased and amounts spent for Stand-Up Costs. A cost reporting template, which satisfies federal reporting requirements, will be provided by the Exchange.

State of Connecticut Health Insurance Exchange  
Independent Contractor Agreement - Schedule 2

Type	New SLA #	Definition	Penalties	Frequency of Evaluation	Method of Measurement
Start-Up and Transition Activities	SLA-0	Meet the Start-up and Transition phase requirements agreed upon, following execution of the vendor contract.	\$10,000 for each Business Day that the vendor does not meet a Start-up or Transition requirement.	Each business day until all startup and transition requirements are met	CT Exchange Audit, Contractor Start-Up and Transition Reporting
Hours of Operation	SLA-1	The Call Center will be available 8am to 8pm ET Monday through Friday except at Exchange approved times for system maintenance or Exchange-approved closures.	\$5,000 per day for unauthorized closure.	Monthly	Calls Report
Answer Delay Standard	SLA-2	The Call Center shall answer calls with an average delay of no more than 60 seconds on a monthly basis.	\$3,000 when average monthly delay exceeds 60 seconds per call.  \$5,000 when weekly average delay exceeds 120 seconds per call.	Monthly	Automated Call Distribution Reports
Call Abandonment Rate	SLA-3	The Call Center shall assure that no more than 5% of callers abandon from the ACD queue before speaking with a CSR, excluding callers who hang up before being on hold at least 20 seconds	\$3,000 for monthly average abandoned call rates exceeding 5%.  \$5,000 for monthly average abandoned call rates exceeding 7%.	Monthly	Automated Call Distribution Reports
First Call Resolution	SLA-4	The Call Center shall incorporate standards for first call resolution (resolvable calls) 85%. The standard shall not include calls that are transferred to other call centers according to Exchange-approved policy.	\$2,500 when monthly average first call resolution rate for resolvable calls falls below 85%; \$5,000 when monthly first call resolution falls below 65%.	Monthly	Post Call IVR Survey
Service Resolution, Escalation, and Monitoring	SLA-5	The Call Center shall establish a 90% consumer satisfaction goal or better.	\$2,500 when quarterly average overall Customer satisfaction scores are less than 90%. \$5,000 when quarterly average overall Customer satisfaction scores are less than 80%.	Quarterly	Post Call IVR Survey
Call Center Personnel	SLA-6	The Call Center will ensure that the weekly average number of incoming calls that are blocked (calls receiving a busy signal) will be no more than 1%.	\$10,000 when weekly average number of incoming calls that are blocked is more than 1%.	Monthly	Reports from Telco Carrier and IVR Vendor

Exchange ICE Date 2/14/13  
Contractor ATC Date 2/14/13

State of Connecticut Health Insurance Exchange  
Independent Contractor Agreement - Schedule 2

Type	New SLA #	Definition	Penalties	Frequency of Evaluation	Method of Measurement
Reporting Timeliness	SLA-7	<p>Meet the following service levels for Reports:</p> <ul style="list-style-type: none"> <li>Daily reports are due to the Exchange by 12pm the following Business Day. Weekly reports are due to the Exchange by the second (2nd) Business Day following the end of the reporting period.</li> <li>Monthly reports are due to the Exchange by tenth (10th) Business Day following the end of the reporting period with the exception of the disenrollment for non-payment of premium notice report, which is due on the first (1st) Business Day of the month following the end of the month.</li> <li>Quarterly reports are due by the fifteenth (15th) Business Day following the end of the reporting period.</li> <li>Semi-annual reports are due by the twentieth (20th) Business Day of the end of the reporting period. Annual reports are due by the twenty-fifth (25th) Business Day following the end of the reporting period.</li> </ul>	\$200 for each Business Day beyond the due dates for each listed report.	Monthly	Exchange Audit
Reporting Accuracy	SLA-8	Provide accurate reports. If the Exchange identifies a substantive problem with the content of any report delivered by the Contractor resulting in the report needing to be regenerated, the Contractor produces a corrected report within one (1) Business Day.	\$100 for each additional Business Day if the corrected report is not delivered within one Business Day.	Monthly	Exchange Audit
Incident Reporting	SLA-9	<p>Meet the following service levels for incident and management reporting:</p> <ul style="list-style-type: none"> <li>Provide incident and management reports no later than 5:00 p.m. of the day on which the Contractor discovers any problem, which may jeopardize the success or timely completion of any of its responsibilities under the Agreement, if the incident is identified prior to 4:30 p.m. on any Business Day, and no later than 9:30 a.m. on the next Business Day if the incident is identified after 4:30 p.m.</li> <li>All incidents that are not fully resolved in one (1) Business Day are supplemented with email updates every Business Day by 5:00 p.m. during incident remediation.</li> <li>Provide the final incident report to the Exchange within two (2) Business Days of resolving the issue that caused the incident.</li> <li>Provide written management reports in response to particular issues within two (2) Business Days of the Exchange's request.</li> </ul>	<p>\$100 for each instance of violating incident report timing parameters.</p> <p>If in the course of investigating the incident, it is determined that the Contractor did not inform the Exchange in a timely manner of progress updates, the Contractor shall incur an additional penalty of \$500 per incident.</p>	Monthly	Incident Report

Exchange LC Date 2/14/10  
Contractor [Signature] Date 2/15/10



## CONNECTICUT HEALTH INSURANCE EXCHANGE GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a Connecticut Health Insurance Exchange contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to **The Connecticut Health Insurance Exchange ("CTHIX")** at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**  Initial Certification  12 Month Anniversary Update (Multi-year contracts only.)  
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

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

- 1) "Contract" means that contract between **The Connecticut Health Insurance Exchange** and the Contractor, attached hereto, or as otherwise described by **CTHIX** below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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

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

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
<i>NONE</i>				

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

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
<i>NONE</i>				

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

MAXIMUS HEALTH SERVICES, INC      ADAM POLATNICK  
Printed Contractor Name      Printed Name of Authorized Official

[Signature]  
Signature of Authorized Official

Subscribed and acknowledged before me this 13<sup>th</sup> day of February, 2013

YUCHIN SONG MILLER  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #1108476  
My Commission Expires May 31, 2013

[Signature]  
Commissioner of the Superior Court (or Notary Public)



**CONNECTICUT HEALTH INSURANCE EXCHANGE  
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE  
AUTHORIZED TO EXECUTE CONTRACT**

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

**INSTRUCTIONS:**

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

**CERTIFICATION:**

I, the undersigned KEVIN J. COONAHAN of the **Connecticut Health Insurance Exchange ("CTHIX")**, certify that (1) I am authorized to execute the attached contract on behalf of CTHIX, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

MAXIMUS HEALTH SERVICES, INC.  
Contractor Name

**Connecticut Health Insurance Exchange**

By [Signature]

2/12/13  
Date

KEVIN J. COONAHAN  
Printed Name

CEO  
Title

Sworn and subscribed before me on this 12<sup>th</sup> day of February, 2013.

[Signature]  
**Commissioner of the Superior Court  
or Notary Public** JURIS # 418723