

INDEPENDENT CONTRACTOR AGREEMENT

new THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into this 21 day of ~~July~~, 2013 between the Connecticut Health Insurance Exchange, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut 06103 (the "Exchange") and, Pappas MacDonnell, Inc., a Connecticut corporation, with an office at 135 Rennell Drive, Southport, Connecticut 06890 (the "Contractor").

WHEREAS, in the next ten months, there is a need to build awareness of the Exchange and engage and educate, individuals and small businesses in the health insurance plans to be offered by the Exchange;

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 Exchange desires the Contractor to perform, and the Contractor agrees to perform, certain core services and additional services (collectively, the "Services") as specified in Addendum A and any additional addendum as may be mutually executed by the parties. Addendum A and each additional addendum (each an "Addendum" and, collectively with Addendum A, the "Addenda") shall be attached hereto and incorporated herein by reference.
2. Administration.
 - a) The individuals in charge of administering this Agreement on behalf of the Exchange and the Contractor, respectively, are set forth on Addendum A.
 - b) If the Exchange reasonably finds that a staff member of the Contractor or any Contractor Agent is not acceptable for a legitimate, non-discriminatory reason materially related to performance of this Agreement, the Exchange shall notify Contractor and Contractor shall, within seven (7) days (or immediately, if the Exchange determines that immediate action is warranted), either: (i) cure the cause(s) of the Exchange's stated reason(s) such individual's performance is not acceptable, or (ii) remove such staff member from providing services to the Exchange under this Agreement. Contractor shall replace or ensure that its Contractor Agent replaces any staff member removed under this section within a reasonable time.
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 the Addenda.
 - b) Except as otherwise set forth in the Addenda, the Term of this Agreement shall commence on December 1, 2012, and end on March 31, 2014, or as extended by the Addenda, unless sooner terminated in accordance with the provisions herein.
4. Termination.
 - a) The Exchange may terminate this Agreement for convenience by providing not less than ninety (90) days' prior written notice to Contractor. The Exchange may also terminate any aspect of the Services upon written notice to Contractor. In such event, the parties shall meet to discuss any effect of such termination on the remaining Services, as well as any other concerns of the Contractor with respect to such

termination. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date. In the event of a termination of all or part of the Services for convenience by the Exchange, the terms of Section 4(d) below shall apply.

- b) Either party may terminate this Agreement for material breach by providing thirty (30) days' prior written notice, provided that the Party receiving such notice shall have the right to cure the breach within the notice period, or, if such breach is not capable of cure, then immediately upon written notice to the other Party.
- c) No later than seven (7) business days following any notice of termination (whether for convenience or for breach), the Contractor will provide the Exchange with (i) a list of work in process including sufficient detail to enable the Exchange to understand the current status of each project, the work to be completed and the cost associated with the remaining work; and (ii) a good faith estimate for any work performed but not yet billed as of the notice date.
- d) Upon the effective date of termination stated in a notice of termination, unless there has been a cure as provided in Section 4(b) of this Agreement, the Contractor shall immediately cease to perform the Services, and Contractor shall take all reasonable actions that are necessary or appropriate, or that the Exchange may reasonably direct, for the protection and preservation of the Deliverables (as defined in Section 7(a) below) in Contractor's possession or custody. No later than ninety (90) days following the effective date of termination, Contractor shall provide the Exchange with a final invoice for Services performed prior to the termination date.
- e) The Exchange shall, within forty-five (45) days of final billing, pay the Contractor for Services performed in accordance with this Agreement and any applicable Addenda, along with any out-of-pocket costs to which the Contractor is entitled pursuant to the Addenda, and, in the event that the Exchange terminates this Agreement or any aspect of the Services for its convenience, any costs that Contractor has incurred or is obligated to pay in connection with the performance of this Agreement that cannot be canceled or refunded on or after the date Contractor received the notice of termination, provided that Contractor's agreements with respect to cancellations and refunds are reasonable and in accordance with industry standards. The Exchange may require that Contractor provide transition services pursuant to a reasonable budget to be agreed to in good faith based on the hourly rates set forth in Addendum A. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.

5. Payment.

- a) The Exchange agrees to compensate the Contractor as set forth in the Addenda.
- b) Except as otherwise set forth in the Addenda, Compensation will be paid only upon submission of Contractor's properly documented invoice. Unless otherwise specified in the Addenda, 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 reasonably deems to be necessary or appropriate.
- c) The Exchange agrees to reimburse the Contractor for those out-of-pocket disbursements and expenses (at cost), as are detailed in the Addenda, or as otherwise approved in writing in advance by the Exchange. The Exchange shall not reimburse the Contractor for any overhead-related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone charges), clerical staff, meals and in-state transportation costs. The Contractor shall be reimbursed for reasonable expenses for transportation, parking and reasonable lodging and meals associated with interstate travel (specifically excluding first or business class airfare), as approved in writing in advance by the Exchange. Reimbursable

interstate travel shall not include travel to meet with staff of the Exchange, and all such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the Exchange.

- d) In addition to all other remedies that the Exchange may have, the Exchange may set off reasonable costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance of this Agreement against any amounts that are due or may become due from the Exchange to the Contractor under this Agreement or any other agreement that the Contractor has with the Exchange. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of this Agreement, all of which 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(b) below), as applicable, that:

- a) The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services and will perform the Services in accordance with applicable professional standards in Contractor's or such Contractor Agents' industry;
- b) The Contractor and Contractor Agents (to the extent such Contractor Agents are legally organized or incorporated entities) are duly and validly existing under the laws of their states of organization or incorporation 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) None of Contractor's or any subcontractor of Contractor's prior contracts with any governmental entity has been terminated by the governmental entity for cause.

7. Deliverables/Intellectual Property.

- a) The term "Deliverables" means all work product and Services 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, which in each

case is created by Contractor or Contractor Agents in connection with the performance of the Services under this Agreement.

- b) Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the commencement of Services, will belong to the party that owned such rights prior to such commencement. Contractor agrees that, as between the Exchange and Contractor, the Exchange shall own any and all rights in any materials provided by the Exchange to Contractor for the performance of the Services by Contractor.
- c) Contractor hereby grants the Exchange (i) all rights in and to the Deliverables, except to the extent that they include any Contractor Property (as defined below), and to the extent that such Deliverables are 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, and 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; and (ii) the right to copy and use Contractor Property included in the Deliverables solely in the pursuit of the Exchange's own business interests in connection with the use of the Deliverables. Except for the foregoing grant of rights, the Contractor retains all rights in and to all Contractor Property. "Contractor Property" means all works of authorship, materials, information, and other intellectual property, plus any modifications or enhancements thereto and derivative works based thereon (unless created as a Deliverable); created prior to or independently of the performance of Services under this Agreement. The Contractor represents that the Services and the Deliverables (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. No third party property may be incorporated into the Deliverables unless 1) Contractor acquires all right, title and interest in such third party property so as to give the Exchange the rights described above; or 2) Contractor notifies the Exchange in advance in writing of particular property with respect to which Contractor proposes to acquire less than full rights, informs the Exchange of the restrictions and terms of use of such property, and obtains the Exchange's written consent. Upon the Exchange's consent under subsection (2) of this Section 7(c), the Exchange agrees and warrants that, upon receipt of the Deliverable that use or incorporate such property, the Exchange shall comply with the applicable restrictions and terms for use of such property.
- d) 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.

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

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.
- (c) Workers' Compensation and Employers Liability: coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (d) Professional Liability: If the Contractor performs a service for which professional liability insurance or errors and omissions coverage is available, the Contractor shall secure and maintain such coverage in a form acceptable to the Exchange in the minimum amount of One Million Dollars (\$1,000,000).

8.2 No later than thirty (30) days after the effective date of this Agreement, the Contractor shall furnish to the Exchange, a Certificate(s) of Insurance or other commercially reasonable documentation as proof of the insurance policies required above.

9. Indemnification.

- a) The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, directors, representatives, agents, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising directly or indirectly from Contractor's performance of 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, reasonable attorneys' fees and other professionals' reasonable fees, arising directly or indirectly from the Claims, Acts or Agreement. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any form. Notwithstanding the foregoing, the Contractor shall not be liable for Claims that arise out of the sole negligence or willful misconduct of the Exchange. The Exchange shall promptly notify Contractor of any Claim for which the Exchange seeks indemnification, and Contractor shall have control over the defense and settlement of any Claim. The Contractor shall keep the Exchange informed about any Claim and its

progress, and at its option, the Exchange may participate in the defense of any Claim, but at its own expense.

- b) The term "Contractor Agents" means (i) the Contractor's subcontractors; and (ii) Contractor's and Contractor's subcontractors' respective members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants and employees and (iii) any other person or entity whom the Contractor retains to perform under this Agreement in any capacity. The Exchange acknowledges and agrees that Contractor may retain subcontractors in connection with the execution of the Services; provided, however, Contractor must provide advance written notice to the Exchange with respect to each such subcontractor. The Contractor shall be responsible for the performance of its subcontractors and shall ensure that the subcontractors perform their services in accordance with the provisions of this Agreement.
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 parties are not an agent to the other, 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.
12. Notice of Special Compliance Requirements. The Contractor and Contractor's Agents shall comply as applicable with all provisions set forth on Exhibit A with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, Applicable Executive Orders of the Governor, and the Trafficking Victims Protection Act, and shall comply as applicable with the Cost Principles for State, Local and Tribal Governments, Subcontractor Reporting and Executive Compensation, and General Contractor Registration and Universal Identifier Requirements.
13. Confidentiality.

13.1 In the event and to the extent that 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"), 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 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.

13.2 The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, is subject to FOIA and may not be considered confidential, even if

marked as such. The Exchange shall not have any liability for the disclosure of documents or information in its possession which the Exchange reasonably believes it is required to disclose pursuant to FOIA or any other law, provided that, where Contractor has marked information as confidential or proprietary, the Exchange shall provide Contractor with prompt advance notice of any intended disclosure to a third party.

13.3 In the event that Contractor or Contractor Agents may receive personal information regarding individuals in connection with the performance of Services under an Addendum, the Exchange may require Contractor and/or Contractor Agents to enter into additional obligations of confidentiality with respect to such personal information, including but not limited to a HIPAA business associate agreement.

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

If to the Exchange:

Connecticut Health Insurance Exchange
280 Trumbull Street, 15th Floor
Hartford, CT 06103
Attention: General Counsel

If to the Contractor:

Pappas MacDonnell, Inc.
135 Rennell Drive
Southport, CT 06890
Attention: Susan F. Pappas

15. Effect of Early Termination. In the event that this Agreement is terminated for convenience by the Exchange under Section 4 of this Agreement, the Exchange shall not, without Contractor's prior written consent, which shall not be unreasonably withheld, enter into an arrangement for the same, or substantially the same, Services, in whole or in part, with any of Contractor's Contractor Agents until one (1) year after the effective termination date. In the event that the Exchange terminates this Agreement for convenience and the Contractor withholds its consent to the Exchange's entering into an arrangement with any Contractor's Agents, the Exchange shall not be liable for any costs the Contractor incurs or is obligated to pay in connection with the cancellation or termination of Contractor's Agreement(s) with such Contractor's Agent(s).

16. Miscellaneous.

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

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

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

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

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

16.6 The Contractor shall cooperate and shall ensure that its Contractor Agents cooperate with any and all audit or review of the Services or billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon written request, provide billing in a format which will facilitate audit or review. Contractor shall maintain complete and accurate records with respect to its performance of the Services and billing for a period of six (6) years after the termination of this Agreement.

16.7 Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement. The parties' rights and remedies provided in this Agreement are not exclusive and such rights and remedies are in addition to all other rights and remedies the parties may have at law or in equity.

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

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

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

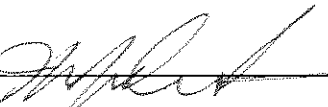
16.11 This Agreement, including all addenda, exhibits and schedules, constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.

16.12 No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties, provided that the parties shall be able to amend the scope of services by agreeing to and attaching one or more Addenda as contemplated in Section 1 of this Agreement.

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

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

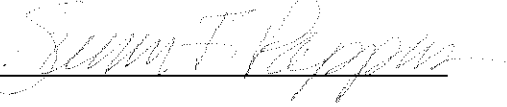
**THE CONNECTICUT HEALTH
INSURANCE EXCHANGE**

By: 

Name: Kevin J. Counihan
Title: CEO

Date: 8/21/13

PAPPAS MACDONNELL, INC.

By: 

Name: Susan Pappas
Title: Principal

Date: 8/21/13

Exhibit A
Notice of Special Compliance Requirements

A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit A, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of this Agreement;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut,;
 - 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 Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

B. Certain State Ethics Requirements.

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (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.

E. Cost Principles for State, Local and Tribal Governments.

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

F. Subcontractor Reporting and Executive Compensation.

As a Subcontractor of a federal grant recipient, Contractor is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170, if applicable.

Subcontractors of a federal grant recipient must report information for each first tier subaward of

\$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding and Transparency Act Subaward Reporting System (FSRS) is available at www.fsrs.gov.

G. Central Contractor Registration and Universal Identifier Requirements.

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

Exhibit A

Purpose:

The Affordable Care Act (ACA) provides the unprecedented opportunity to significantly expand access to health coverage and improve health care for US citizens and legal residents. On July 1, 2011, the Connecticut Legislature established the Connecticut Health Insurance Exchange, dba Access Health CT to implement the ACA in Connecticut. Access Health CT has as its goal to reduce the number of individuals without health coverage. Access Health CT will assist individuals and small employers in the procurement of health insurance by among other services, offering easily comparable and understandable information about health insurance options and qualifying individuals and small business for tax credits, where applicable. Access Health CT will also inform and qualify Connecticut residents, for health benefit programs such as Medicaid and CHIP.

January 2014, will bring significant changes to Connecticut's Medicaid program. Single non pregnant adults with incomes up to 138% of the FPL will be eligible for Medicaid coverage. Previously the income requirement for single adults was less than 55 percent of the FPL. In addition, in 2014, depending on household size and income, Connecticut residents with incomes less than 400 percent of the federal poverty limit (FPL), who do not qualify for the Medicaid program, may qualify for assistance in securing private health insurance. This assistance/help will be provided in the form of Advance Premium Tax Credits (APTC). These credits include premium subsidies and in some cases Cost Sharing Reductions (CSR). This financial assistance will be available only through Access Health CT.

Beginning October 1, 2013 Access Health CT's marketplace will be open to help Connecticut residents access the health coverage they need. For the first time ever, Connecticut residents will be able to find most, if not all of the information they need on one web-site. Individuals will also be able to apply through Access Health CT's web-portal to purchase subsidized or non-subsidized health insurance by completing one-single streamlined application. And, individuals will be able to qualify for the Medicaid or CHIP programs through Access Health CT's web-portal by completing the same single streamlined application. Additional enrollment help will also be provided through a Call Center, through trained in-person assisters or navigators and through Access Health CT's certified brokers. Those individuals who do not want to use Access Health CT's web portal and electronic format, or the Call Center can also complete a paper application and mail it to Access Health CT.

In addition to helping individuals, secure health coverage, the Affordable Care Act also targets help for America's smallest businesses. These businesses are the least likely to offer health insurance coverage to their employees as health premiums have skyrocketed over the last 5-10 years. Access Health CT will assist Connecticut's small businesses secure affordable insurance for their employees through the Exchange's Small Business Health Options Program (SHOP). For those small businesses with fewer than 25 employees with average wages of \$50,000 a year or less, additional help is available through tax credits. This tax credit can be used to offset a

portion of the employer's tax liability for the year. Beginning 2014, this tax credit will be increased to fifty (50) percent of the amount the employer contributes towards its employees' health insurance premiums and will be available only to employers purchasing health insurance through the Access Health CT's SHOP.

The ACA is a complicated Act and its benefits to consumers and employers are not well understood. Access Health CT understands the critical and urgent need to reach out to Connecticut residents and businesses to make them aware of these changes and how these changes can benefit them. Access Health CT also recognizes the need to make individuals and businesses not only aware of where they can go for assistance but the steps they must take to qualify for these new tax credits and benefits. Access Health CT plans to develop and implement a comprehensive outreach program to get this important information out to the public and has chosen Pappas MacDonnell as its marketing partner for this outreach.

Pappas MacDonnell has earned a reputation for making the complex simple to understand. This ability will be key not only to helping the public understand these complicated products and services but to the Access Health CT's success in meeting its enrollment targets. Time is of the essence. With open enrollment starting on October 1, 2013, Access Health CT must work along multiple parallel paths and must strike an effective balance with its stakeholder partners in both the public and private sectors. Pappas MacDonnell's experience in developing marketing programs for financial, insurance, healthcare and business services will provide Access Health CT the required expertise necessary to develop and implement a successful outreach and marketing program.

Scope of Work:

Pappas MacDonnell is being engaged to help Access Health CT launch the on-line marketplace and drive enrollment. Pappas MacDonnell will accomplish this by developing an integrated communications plan aimed at delivering the right message, to the right target, in the right place. From December 21, 2012 – February 28, 2013, Pappas MacDonnell will create a comprehensive program map that outlines all efforts in detail. Pappas MacDonnell will also execute Go-to-market efforts as detailed below that will continue throughout 2013 and into Q1 2014. The fixed price for these services including the External Program is \$6,618,190. Additionally in 2013, the Contractor will develop a Legislative Communications Strategy, an eNewsletter, a Brand Launch Plan, an Interim Web-site, 15 CEO Newsletters and the Data Base, Social Platform and E-mail. The fixed price for these supplemental services is \$593,875. The total fixed price for all project services through March 31, 2014 is \$7,212,065.

Detailed Statements of Work have been attached to each individual Purchase Order and are hereby summarized in Table A-1 (Overall Scope of Work), and incorporated by reference in this Agreement, including all subsequent purchase order amendments or statement of work changes approved by Access Health CT. All work referenced within the attached purchase orders is to be completed during the duration of the performance period stated in the

Agreement. All work that has not been performed in the attached Statements of Work will be removed in a formal change control process and appropriate financial adjustments will be made. Any additional work will be authorized only by an Addendum to this Agreement which is signed by authorized representatives of each party (in the case of AHCT, the CEO).

Compensation:

The contractor shall be paid on a fixed fee basis for the work described in the Scope of Engagement as summarized in Table A-1, for a sum not to exceed \$6,618,190 plus additional Supplemental Services of \$593,875. The contractor shall be compensated solely based upon work performed, documented and accepted by the Access Health CT with the Contractor responsible for documenting the deliverables under this Agreement. To date the Contractor has been paid \$7,154,019.99 for work performed on this project as described in Table A-2 (Invoicing Summary) and Table A-2 (Invoicing Detail).

The remaining balance on this engagement is \$57,450.01.

Reasonable and necessary out-of-pocket expenses incurred in the performance of the Services by Contractor are included in the Contractor's fixed fee provided above and shall be billed to Access Health CT at Contractor's cost with no mark-up. No out-of-pocket expenses other than those covered by the fixed fee shall be charged to Access Health CT. Individual out-of-pocket expenses, included in the fixed fee which are in excess of \$5,000 must be pre-approved by the Exchange in advance of the purchase.

Billing:

The Contractor shall submit invoices on a monthly basis. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the Purchase Order #, the billing period, the name and title of the individual providing the services, the dates worked and a brief synopsis of the work performed in connection with that Purchase Order only.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation 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. Such expenses may include, but are not limited to: mileage at the most recent IRS approved reimbursement rate for travel beyond Connecticut, reasonable costs of such travel including coach airfare and hotels when asked to travel on the Access Health CT's behalf and office expenses such as long distance phone charges or postage and package delivery incurred in connection with the services pertaining to this Agreement. All expenses will be reimbursed at cost.

Administration:

The individual in charge of administering this Agreement on behalf of the Access Health CT is Jason Madrak, Chief Marketing Officer.

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

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
- Philip Stevens, Executive Vice President, Marketing and Communications Strategy
- Valerie Di Maria, Principal Public Relations Strategist, the 10 Company

The Contractor may not change these individuals without the prior written consent of Access Health CT. Other staff members and their functions who may be called upon to perform specific services under this Agreement from time to time are listed below.

These individuals will be separately billed at the listed rates in Table A-3 (Consultant Billing Rates (for use for out of scope work, only), if their professional fees are for services not within the scope of this Agreement. Such services will require prior signed approval of the COO of Access Health CT.

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

Access Health CT

Name John Pappas
Title CEO
Date 8/24/13

Pappas MacDonnell, Inc.

Name Susan F. Pappas
Title Principal
Date 8/24/13

Table A-1
Overall Scope of Work
2013 and Q1 2014

P.O.	Title of P.O.	Description	P.O Amount	Total Invoiced	Balance Remaining on P.O.	Ongoing or Completed	Period of Project Performance
#118	Media Monitoring & Reporting (Dec 5 2012)	Pappas MacDonnell will track in real-time all coverage about Access Health CT as well as trend information regarding other state insurance marketplaces in order to monitor results, minimize issues, and inform ongoing communications strategy.	\$93,600.00	\$57,600.00	\$36,000.00	Ongoing	Dec 2012 - Dec 2013
#138	Logo Mark & Descriptor Line Testing (Jan 4 2013)	Pappas MacDonnell will conduct mall intercept qualitative research with 30-40 targeted consumers to test and confirm appeal of various visual identities, descriptor lines, and gauge consumer understanding of health care, coverage, and health insurance to inform marketing strategies and materials for the Access Health CT program	\$23,760.00	\$23,760.00	\$0.00	Completed	Jan 4th 2012-Jan 12, 2013
#141	3- Month Program Development (Dec 21 2013)	Pappas MacDonnell will engage the Exchange to launch Access Health CT and drive enrollment. Pappas MacDonnell will develop an integrate communication plan aimed at delivering the right message, to the right target, in the right place. Over the span of 3 months a comprehensive program map outlining all efforts in detail the following initiatives and tactics: <ul style="list-style-type: none"> • Evaluation of current site and provide recommendations • Updates to current site as directed (4/Month) • Strategic UX and design consultation on consumer facing site • Copy collaboration with cell center includes review of call handling and scripting, analysis of call volume and caller profiles • Distribution of newsletter • Develop initial email list management • Develop ongoing strategy for twitter support 	\$667,253.00	\$667,253.00	\$0.00	Completed	Dec 1st 2012- Feb 28, 2013
#142	Legislative Communications Strategy (Jan 2013)	To establish Access Health CT as the marketplace for quality, affordable health insurance in Connecticut. Pappas MacDonnell will immediately engage key legislators to ensure that they understand what Access Health CT is, how it functions, its impact on Connecticut's health insurance marketplace, and the potential implications of legislative action (or inaction) in the upcoming sessions. As a secondary objective, Pappas MacDonnell will also seek out legislators' input on consumer outreach and Navigator programs to get their buy-in to aid in the coordinated consumer outreach process	\$59,900.00	\$59,900.00	\$0.00	Completed	Dec 21 2012 - Feb 22 2013

Table A-1
Overall Scope of Work
2013 and Q1 2014

P.O.	Title of P.O.	Description	P.O Amount	Total Invoiced	Balance Remaining on P.O.	Ongoing or Completed	Period of Project Performance
#158	Monthly eNewsletter (Jan 24, 2013)	As part of ongoing support PappasMacDonnell will manage the production and distribution of the Access Health CT's monthly eNewsletter. This will include administration of the eNewsletter, monthly updates to the eNewsletter, maintenance of the subscriber email list and analytics. Deliverables:• Production of 12 HTML eNewsletters (January 2013-December 2013)• 12 archived eNewsletters• Editorial guidance• Proofreading services• Email testing and blasting• Subscriber list maintenance• Monthly analytics (January 2013 – December 2013)	\$5,460.00	\$5,460.00	\$0.00	Ongoing	Jan 2013-Dec 2013
#172	Brand Launch Plan (Jan 25, 2013)	Create positive awareness for the new Exchange name, Access Health CT, and brand identity with all target audiences. • Use the news of the new name and logo mark to reinforce key messages about the brand, based on the messaging platform. • Highlight the naming research process and results, and the brand identity research to reinforce responsiveness to consumer voice. • Begin to be a presence with consumers, stakeholders and the public, through the new Access Health CT microsite.	\$15,160.00	\$15,160.00	\$0.00	Completed	Jan 22 2013- Feb 25 2013
#174	Interim Website (Jan 29, 2013)	Pappas MacDonnell will launch a new interim site under AccessHealthCT.com featuring the new brand and will be used in all consumer-related activities. Deliverables: • Develop content map • Develop the content. • Use calculator for eligibility from Oregon • Hosting on 1and1 unlimited bandwidth • Monthly analytics (through November 2013) •Special attention will be given to Section 508, ADA (Americans with Disabilities Act) and State of CT, DAS best practices as outlined here: http://www.ct.gov/best/cwp/view.asp	\$14,775.00	\$14,775.00	\$0.00	Ongoing	Jan 29 2013 - Nov 2013
#176	CEO Newsletters	Composing the "CEO messages" to be included in the 15 newsletters. PappasMacDonnell will supply narrative from talking points given to them by AHCT for the CEO to review and approve and included them in the 15 newsletters included in a separate SOW	\$24,750.00	\$3,300.00	\$21,450.00	Ongoing	Jan 2013 - March 2014

Table A-1
Overall Scope of Work
2013 and Q1 2014

P.O.	Title of P.O.	Description	P.O Amount	Total Invoiced	Balance Remaining on P.O.	Ongoing or Completed	Period of Project Performance
#185	Go to Market Plan (Jan 15 2013)	<p>Pappas MacDonnell will engage the Exchange to launch Access Health CT and drive enrollment. Pappas MacDonnell will develop an integrate communication plan aimed at delivering the right message, to the right target, in the right place. Building upon the original 3 month SOW, this Go to Market plan will span all of 2013 and Q1 of 2014 with a comprehensive program map outlining all efforts in detail the following initiatives and tactics:</p> <ul style="list-style-type: none"> •Ongoing Support: Current site- 4 updates/month, Consumer site Strategic, UX and design consultation - review work in progress, up to three meetings to review findings and recommendations (through March 2013), Call center support (through March 31, 2013), Newsletter Distribution (1/month), Initial List management and ongoing monthly maintenance, Twitter strategy (3 tweets/week) •Overarching strategic engagement plan: Briefing sessions, review segmentation studies and models; brand and creative platform as well as messaging tests, Detailed plans by audience to include all executions for PR, media and community outreach, engagements and promotions includes milestone and detailed execution schedule overlaying tactical plan, Identification of co-marketing opportunities and sponsors, intros and ideation for integration into program •Community outreach and engagement: Develop overall plan, manage, refine ongoing strategy, Data & list development, Management of canvas & other outreach efforts, Outreach to mayors and local government offices & employees (does not include Legislative Strategy effort), Identification of events & management of participation, Identification & coordination of co-marketing & sponsorship opportunities, Overall coordination & reporting of all outreach activities •Public relations: Develop, manage & refine overall plan, includes identification of sponsorship opportunities. Press kit, CEO bio, calendar of key milestones and events, Four spokespersons including CEO, monthly Q&A's for executives, Board communications to the media, Daily tracking of national and local broadcasts, national and local print and online news including social media, monthly reporting, Development of press releases, including op-eds (3). Traditional and social media relations outreach including speaking engagements and interviews, Overall coordination and reporting of all public relations activities. •Creative execution: Digital, Environmental & Print •Production & Coordination: Production of print, Delivery of materials, Acquisition of all assets including stock imagery and video, Talent sourcing (voice over, on-screen) and management, Negotiation of all licensing, usage and rental fees, Vendor selection, negotiation, supervision and quality control, Sourcing of premiums, per unit cost negotiation and acquisition, On-site installation supervisions ,Sourcing of specialty items such as van, etc. •Overall program management and measurement:•Coordinate all strategic & executional efforts, deliver of weekly metrics & budget reports, update master timeline, single point of for external vendors, Monthly program updates • Media buying, management and reporting: Develop, manage and refine media plan, Manage buys across all channels, Weekly media reporting delivered in a custom dashboard, KPI measurement and optimization including: online media, broadcast GRPs, print, direct marketing <p>External program costs: Media buy, Outreach and engagement, Research, user testing, Media monitoring, Printing & fulfillment, Creative assets</p>	\$5,833,577.00	\$5,833,576.99	\$0.01	Ongoing	Jan 2013 - March 2014

Table A-1
Overall Scope of Work
2013 and Q1 2014

P.O.	Title of P.O.	Description	P.O Amount	Total Invoiced	Balance Remaining on P.O.	Ongoing or Completed	Period of Project Performance
#215	Addendum to Overall Scope of Work: Database, Social Platform, Email (March 4, 2013)	<p>•Database Activities Phase 1 & Phase: Development of a comprehensive database to track, monitor and measure activities with a 360 degree view including Assister-related activities. Providing valuable real-time, in-market information so that Access Health CT may shift tactics and channels based on consumer response.</p> <p>Deliverables: <i>Phase 1</i> – Initial vendor and proposal activities – sourcing vendors – vendor and client meetings – defining needs – proposal review and evaluation <i>Phase 2</i> – Consulting with selected vendor to provide guidance on model to support campaigns – specific needs definition – review of approach to align with proposed in-market campaigns</p> <p>•Social Platform Branding Phases 1 & 2: <i>Phase 1</i> Rebrand the current Twitter feed <i>Phase 2</i> -LinkedIn Set up and Branding -Facebook Set up and Branding -YouTube Set up and Branding •Email Templates/Blast per blast <i>Content creation</i> – event details provided, copy developed for event invitation/announcement, leverage existing brand launch template in Constant Contact, make copy revisions in HTML <i>Email blast</i> – list of attendees provided, create new list for event/announcement in Constant Contact – blast test email – client approval – blast to invitees</p>	\$37,230.00	\$37,230.00	\$0.00	Ongoing	March 2013 - March 2014

Table A-1
Overall Scope of Work
2013 and Q1 2014

P.O.	Title of P.O.	Description	P.O Amount	Total Invoiced	Balance Remaining on P.O.	Ongoing or Completed	Period of Project Performance
#304	Benchmark Tracking Study (May 29, 2013)	<p>Pappas MacDonnell will create a baseline tracking survey that will measure current levels of awareness of and favorability for the ACA law and Access Health CT. It will serve as a baseline for subsequent tracking surveys. Subsequent surveys will show levels of awareness and favorability, recall of ads and outreach efforts, interest in using Access Health CT for enrolling in health coverage and level of support for the marketplace.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Measure current levels of awareness and favorability of ACA and Access Health CT and track over time • Measure effectiveness of education promotion and outreach efforts • Help develop a public narrative about the public perception of Access Health CT <p>Deliverables:</p> <ul style="list-style-type: none"> • Survey instrument for baseline survey and subsequent surveys • Brief, strategic report of findings that can be shared publically for each wave • Internal detailed report to brief the internal team on the findings for each wave • Effort includes all project management, facilitating on-boarding effort, collaboration on survey instrument design, managing schedule and project deliverables. It also includes conducting a dedicated PR effort around the results. 	\$236,600.00	\$236,600.00	\$0.00	Completed	May 24 2013 - June 26 2013
#309	Outreach & Enrollment Staffing Phase 1 (June 20, 2013)	<p>To support the outreach and enrollment efforts for Access Health CT, Pappas MacDonnell, through Brass Tactics, will be recruiting, hiring, training and managing outreach and enrollment personnel.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Recruit top-tier candidates for staff openings • Hire the operations director, outreach director, deputy outreach director, director of indoor activities, outreach assistant, administrative assistant and 10 outreach workers. <p>Phase I Hiring Timeline May 28 - July 1 2013</p> <ul style="list-style-type: none"> • Train directors for campaign tactics, including street and festivals, outdoor events and retail intercepts in preparation for additional staff. • Services include: <ul style="list-style-type: none"> – Implement management systems to ensure staff accountability – Develop system to track and measure metrics associated with street fairs and festivals, retail intercepts and outdoor events. • Implementing outreach tactics of canvassing, storefront locations and get covered events, through hiring and training outreach staff, will include: <ul style="list-style-type: none"> – Set up systems to manage the hiring of outreach and canvass staff – Manage accountability systems and tracking of metrics – Evaluate and analyze success of tactics and make adjustments as needed <p>Phase II Hiring Timeline (July 1 - Sept 1, 2013) (Any additional hiring is subject to AHCT approval through subsequent purchase orders.)</p>	\$200,000.00	\$200,000.00	\$0.00	Completed	May 2013- July 2013

Table A-2 (Invoicing Detail)

PO #	Inv #	Inv Date	ACH Transmit Date	Inv Amount	Total Invoiced	Balance on PO
PO 118	Media Monitoring Expense SOW - 12/5/12				93,600.00	
	8488	12/12/2012	1/24/2013	14,400.00	79,200.00	
	8492	1/14/2013	2/13/2013	7,200.00	72,000.00	
	8511	2/20/2013	3/11/2013	7,200.00	64,800.00	
	8533	3/19/2013	4/10/2013	7,200.00	57,600.00	
	8558	4/22/2013	5/9/2013	7,200.00	50,400.00	
	8588	5/13/2013	6/4/2013	7,200.00	43,200.00	
		6/21/2013		7,200.00	36,000.00	36,000.00
PO 138	Logo Mark and Descriptor Line				23,760.00	
	8492	1/14/2013	2/12/2013	23,760.00	-	-
PO 141	3 month Scope SOW - 12/21/12				667,253.00	
	8492	1/14/2013	2/13/2013	444,835.00	222,418.00	
	8511	2/20/2013	3/11/2013	222,418.00	-	-
PO 142	Legislative Strategy SOW				59,900.00	
	8492	1/14/2013	2/13/2013	59,900.00	-	-
PO 158	Monthly eNewsletter project brief				5,460.00	
	8511	2/20/2013	3/11/2013	5,460.00	-	-
PO 172	Brand Launch Plan project brief				15,160.00	
	8511	2/20/2013	3/11/2013	15,160.00	-	-
PO 174	Interim Site Project Brief				14,775.00	
	8511	2/20/2013	3/11/2013	14,775.00	-	-
PO 176					24,750.00	
	8533	3/19/2013	4/10/2013	1,650.00	23,100.00	
	8558	4/22/2013	5/9/2013	1,650.00	21,450.00	21,450.00

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Table A-2 (Invoicing Detail)

PO#	Invoice#	Inv Date	AHCT Transmit Date	Inv Amount	Total Invoiced	Balance on PO
PO 185	GO TO MARKET PLAN SOW				5,833,577.00	
	8534	3/21/2013	4/10/2013	6,039.61	5,827,537.39	
	8533	3/19/2013	4/10/2013	392,747.78	5,434,789.61	
	8557	4/1/2013	4/19/2013	344,335.00	5,090,454.61	
	8561	4/17/2013	5/9/2013	23,339.85	5,067,114.76	
	8558	4/22/2013	5/9/2013	634,287.75	4,432,827.01	
	8588	5/13/2013	6/4/2013	979,069.00	3,453,758.01	
	8590-91	5/24/2013	6/12/2013	2,672,539.00	781,219.01	
	8632-R	6/21/2013		781,219.00	0.01	0.01
PO 215					37,230.00	
	8533	3/19/2013	4/10/2013	37,230.00	-	-
PO 304					236,600.00	
	8635	6/21/2013		236,600.00	-	-
PO 309					200,000.00	
	8632-R	6/21/2013		200,000.00	-	-
					Total Invoiced	7,212,065.00
					Balance on P.O.s	57,450.01
					Total P.O. Promised	7,212,065.00

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Table A-3, Consultant Billing Rates (for use for out of scope work, only)

Title	Job Function	Name	Billable Rate
Principal, Strategic Lead	Strategic planning, digital strategy and innovation	Kyle MacDonnell	\$360
Principal, Strategic Lead	Strategic planning and creative oversight	Susan Pappas	\$360
Principal, Public Relations	Overall strategic direction, issues management, social media efforts, media coaching	Clare DeNicola	\$360
Principal, Public Relations	Overall strategic direction, issues management, press efforts, media coaching	Valerie Di Maria	\$360
Principal, Community Outreach and Legislative Strategy	Grassroots & community outreach, partnerships, legislation	Andrew Grossman	\$300
Principal, Community Outreach and Legislative Strategy	Grassroots & community outreach, partnerships, legislation	Chris Heinz	\$300
Principal, Community Outreach and Legislative Strategy	Grassroots & community outreach, partnerships, legislation	Lynn Pincus	\$300
Executive Vice President	Marketing and communication strategy, analysis	Philip Stevens	\$250
Account Executive, Public Relations	Media monitoring and reporting, press release writing, media pitching	Carrie Winans	\$100
VP Account Services	Client services lead	Kirsten Heer	\$190

Table A-3, Consultant Billing Rates (for use for out of scope work, only)

Account Director	First point of contact, day-to-day management and of client initiatives	Diane Pincus	\$180
Account Coordinator	Coordination of client initiatives	Jim Mooney	\$90
Creative Director	Lead creative team to determine creative representation of brand/product	Lisa Mezoff	\$195
Copy Director	Create copy/voice for online and offline campaigns	Steve Morenberg	\$195
Interactive Director	Lead development team	Peter Björknäs	\$195
Programmer/Developer	Visual and audio programming of materials for various online mediums	Dan Carney	\$135
Experience Strategy Director	Lead strategy for user experience, determining content, site flow and page layouts for websites and applications	Gina Coniglio	\$195
Financial Director	Oversee firm financials, client billings	Stacie Reed	\$150
Interactive Producer	Overall management and production of digital projects	Victoria van de Kamp	\$135
Production Manager/Artist	Oversees production processes.	Cheryl Simpson	\$125
Project Manager	Participate in planning and execution of grassroots and community outreach, partnership, and legislation	Logan Kelly	\$75
Project Manager	Participate in planning and execution of grassroots and community outreach, partnership, and legislation	Quynh Tran	\$60

Table A-3, Consultant Billing Rates (for use for out of scope work, only)

Community Manager	Serve as overall statewide Navigator coordinator	TBD	\$150
Community Coordinator	Coordinate work of Navigators in specific region	TBD	\$50
Field Director	Supervise "street team" members to coordinate event, retail, and one-on-one outreach	TBD	\$60
Canvass Director	Run grassroots canvass targeting individuals	TBD	\$60
Field Training	Train "street team" members & Navigators	TBD	\$60
Group Planning Director	Oversee integrated media strategy, Agency liaison, weekly campaign performance reports	Maya Simonian	\$280
Planning Supervisor	Create/negotiate/implement print, OOH, DM campaign	Melody Antezana	\$150
Media Planner	Execute digital recommendation (planning/negotiations), monitor performance/pacing, optimize	Kait McNeil	\$85
Associate Media Director	Search director/SEM strategy/build-out, oversee optimizations	Chris D'Onofrio	\$208
Digital Media Planner	Execute SEM campaign, track/monitor performance	Michele Pimpinella	\$83
Digital Operations	Consolidate digital spec, tag/traffic/QA all banners & digital tags	Brooke Sparacino	\$138
Broadcast Director	Broadcast strategy	Shelley Huttner	\$277

Table A-3, Consultant Billing Rates (for use for out of scope work, only)

Broadcast Associate Media Director	Oversee broadcast buys/negotiations	Isabel Delongo	\$208
Broadcast Supervisor	Negotiate rates	Alex Stein	\$138
Broadcast Traffic	Traffic out ads	Kristin Breda	\$100
Broadcast Assistant	Implement buys	Antonie Mahoney	\$75

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Table A-4, Pappas MacDonnell Subcontractors

Grossman Heinz LLC
The 10 Company
TouchPoint Integrated Communications
Meeting Street Marketing
NorthPoint Solutions
Brass Tactics
Latin2Latin
Bauza Associates
eContinedio
Real Production Inc.
Perry Undem LLC
Team Digital
NGP/VAN
Day Design