



## Security Services Agreement

This Security Services Agreement ("Agreement") is effective as of October 29, 2013, between the Connecticut Health Insurance Exchange dba Access Health CT, a quasi-public agency created by the State of Connecticut (the "State"), with its principal office located at 280 Trumbull Street, 15<sup>th</sup> Fl., Hartford, Connecticut 06103 ("Customer") and G4S Secure Solutions (USA) Inc. ("G4S"), a Florida corporation, with its principal office located at 1395 University Boulevard, Jupiter, Florida 33458. The parties agree as follow:

**1. SERVICES:** G4S will furnish Customer with security personnel and will provide services at Customer's premises as stated on the attached Schedules of Security Services (one per Customer location where the parties have agreed services shall be provided), incorporated by reference herein. Security personnel will perform duties at designated posts in and about Customer's premises in compliance with written post orders agreed upon by the parties.

**2. PERSONNEL:**

- a. All security personnel are employees of G4S and not of Customer.
- b. All security personnel assigned at Customer premises will have a pre-employment background investigation and drug screening prior to assignment.
- c. All security personnel will be neatly uniformed, courteous, and demonstrate positive human relations skills.
- d. All security personnel will be able to effectively communicate verbally and in writing and will be able to effectively respond to emergencies.
- e. All security personnel will demonstrate reliable attendance and other identified job skills.
- f. If Customer, at any time, is dissatisfied for any lawful reason with any security officer assigned to the premises, G4S, upon request by Customer, will replace such security officer.
- g. If a security officer fails to arrive at Customer's premises as scheduled, G4S will provide a replacement as soon as practicable.
- h. Customer will supply G4S with copies of any applicable workplace policies with which security personnel must comply.

3. **HIRING:** Customer agrees that it will not employ as security personnel any security officer used by G4S in the performance of this Agreement, for at least six (6) months after said officer completed his or her G4S assignment at Customer.

4. **RATES:** Customer agrees to pay G4S at the hourly rates set forth on the attached Schedules of Security Service, plus all applicable sales, use and/or similar taxes. Overtime hours in excess of forty hours per week or eight hours per day, whichever is applicable to local labor laws, and holiday hours (Thanksgiving day, Christmas day, New Year's Day, Memorial day, Labor day, Fourth of July) will be paid at 150% of the security officer's regular pay rate, except as required otherwise by applicable state law. G4S acknowledges that these rates are inclusive of all benefits which it may provide to its security personnel and taxes as set forth below. Customer shall pay G4S a total sum not to exceed Sixty-Five Thousand Dollars (\$65,000).

5. **RATE CHANGE:** The rates quoted on each Schedule of Security Services will remain in effect for at least one (1) year from date of execution of this Agreement or each such Schedule, whichever is later. Notwithstanding the foregoing, following receipt of written notice from G4S, rates shall be automatically adjusted to fully recover any change in costs mandated by law, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws. In addition, these rates may be adjusted each November 1 for any increased costs for medical insurance premiums, participation rates or both.

6. **INVOICES:** G4S will invoice Customer on a weekly basis. All invoices are due and payable within 30 days from date of receipt. Customer agrees to pay a late charge of 1.0% per month on any amount not paid within forty-five (45) days of the invoice date. G4S shall invoice Customer and collect any applicable tax imposed on all retail sales, leases and rentals of goods, and taxable services, including but not limited to state and local sales taxes. If G4S collects any such taxes, G4S will be fully responsible for making all payments, declarations, and filings related to same. Customer indemnifies G4S for said taxes; and acknowledges that if any such taxes are understated or increased resulting from an audit, the Customer shall reimburse G4S upon request.

**7. LIMITS OF LIABILITY AND INDEMNITY:** It is understood and agreed between the parties that G4S is not an insurer and that the rate being paid for service is for a security officer service designed to deter certain risks of loss. The rates are not related to the value of the personal or real property protected. G4S makes no guarantee, implied or otherwise, that no loss will occur or that the service supplied will avert or prevent occurrences or losses which the service is designed to help detect or avert. Notwithstanding, G4S is not relieved of its responsibility to provide commercially reasonable best efforts in its performance of this Agreement. G4S shall be liable for any damage to the extent resulting from the negligence or intentional bad act(s) of G4S or its officers or employees, and shall indemnify and hold Customer harmless for said damages, including costs and reasonable attorneys' fees. Likewise, Customer agrees to indemnify and hold G4S harmless, including costs and reasonable attorneys' fees, to the extent caused by the negligence or intentional bad acts by Customer, its officers or employees. G4S also agrees to indemnify and hold Customer harmless, including costs and reasonable attorney's fees, from and against any claims, demands, actions, suits, causes of action, or losses brought against Customer by G4S's employees or agents, except to the extent of the negligence or intentional harmful act(s) of Customer or its employees or agents. In no event will either party be liable to the other for loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages. G4S liability to Customer shall not exceed One million (\$1,000,000) dollars. Customer shall give notice to G4S of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (collectively herein "Claim") within thirty (30) days of the occurrence giving rise to the Claim or within ten (10) days of receipt of notice of the Claim. G4S shall not be responsible for any Claim unless the requisite notice is given timely and properly.

**8. TAXES:** G4S will pay all wages, state and federal withholding taxes, social security taxes, local occupational taxes, unemployment taxes, and other amounts normally required by an employer arising from G4S employment of the security personnel assigned to Customer's premises and G4S will indemnify and hold Customer harmless, including costs and reasonable attorney's fees, from and against any or all of these obligations and payments.

**9. INSURANCE:**

- a. G4S has procured, and will maintain in effect throughout the life of this Agreement, workers' compensation insurance in full limits as required by statute and employer's liability insurance with a limit of at least \$1,000,000.00, covering G4S employees

assigned to each of Customer's premises. If any claim for Workers' Compensation benefits is asserted against Customer by any of said G4S employees or in the event of death by their personal representatives, then, upon timely written notice from Customer, G4S shall undertake to defend Customer against such claim(s) and shall indemnify and hold Customer harmless from and against any such claim(s).

- b. G4S has procured, and will maintain in effect throughout the life of this Agreement, a General Liability policy (covering bodily injury, personal injury and property damage) in the amount of \$2,000,000.00. G4S agrees to name and maintain Customer as an additional insured on said liability policy. G4S's naming of Customer as an additional insured shall provide coverage to the extent of G4S's liability under the Agreement and shall in no event be construed for any purpose so as to make G4S or the issuer of such policies liable for the negligence (joint, concurrent, independent or individual), acts, errors or omissions of Customer or its employees.

**10. CONFIDENTIAL INFORMATION:** All processes, documents, data, material, policies, or other information pertaining to Customer's business which is learned by G4S or furnished to G4S shall be maintained by G4S in strict confidence and shall not be used by G4S except for the direct benefit of Customer, nor disclosed by G4S to any person or entity at any time for any reason. In furtherance of this provision, G4S agrees to execute such confidentiality agreements as requested by Customer from time to time. The terms of this provision shall survive the termination or cancellation of this Agreement.

Customer maintains the highest of standards in ensuring that personal information, including Protected Health Information (PHI) or Personally Identifiable Information (PII), in its custody is properly managed and secured. During the term of this Agreement, G4s and its personnel will uphold the following standards regarding the confidentiality and security of Customer's client's personal information:

1. G4S will not disclose any PII or PHI that its personnel become aware of while on Customer's premises.
2. G4S personnel are not authorized to access any client or customer information, nor any of Customer's employee records.
3. G4S personnel are not authorized to access Customer's computer systems.
4. G4S and its personnel are mandated by law to keep any conversations or information viewed on documents private and confidential.

5. G4S personnel may not remove any of Customer's client information, including but not limited to PHI or PII, from Customer's premises.
6. If G4S personnel overhear a conversation or unintentionally view a document that includes protected information, it must be reported to Customer immediately.

**11. PROPERTY:** All Customer software, equipment, and other property used by security personnel shall remain the exclusive property of Customer. Likewise, any property furnished by G4S for use by security personnel while assigned at Customer shall remain the exclusive property of G4S.

**12. TERM:** This Agreement is effective as of the date indicated above and shall continue in effect until either party gives the other party written notice not less than 30 days in advance, specifying the date of termination. Either party may terminate this Agreement at any time, upon 10 days prior written notice to the other party, if a party has notified the other that a material breach of this Agreement has occurred, and same has not been rectified in a timely manner. Notwithstanding the foregoing, G4S may terminate this Agreement for non-payment by Customer following five (5) days' written notice. Notwithstanding the foregoing, the duration of each separate Schedule of Security Services shall be as agreed upon in the relevant Schedule of Security Services.

**13. MODIFICATION:** This Agreement may be modified at any time by mutual written consent of the parties. Customer may request a decrease or increase of the number of security personnel, their service hours, or a revision in the shifts or posts, by providing reasonable advance notice. G4S will honor the request provided personnel are available and the request does not create any unreasonable scheduling requirements. Customer shall pay any increase or shall be entitled to a decrease which results from the change or modification in accordance with the Schedule of Security Services. Customer may request G4S to assign security personnel at additional Customer locations; a Schedule of Security Services for said location(s) shall be incorporated by reference into this Agreement.

**14. FORCES MAJEURE:** G4S will not be liable for any failure or delay in performance of this Agreement, in whole or in part, where such failure or delay is caused by circumstances beyond G4S' reasonable control, including but not limited to acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, labor activity or strike, court order or any other cause outside G4S' exclusive and direct control.

**15. ENTIRE AGREEMENT:** This Agreement, including Schedules of Security Services, supersedes all previous agreements, oral or written, between G4S and Customer at any Customer location, and represents the entire Agreement between the parties. No other agreements or representations, oral or written, have been made. Any preprinted terms contained on a Customer purchase order shall be subject to this Agreement and any conflict between this Agreement and any pre-printed terms on commercial forms/paper shall be resolved in favor of this Agreement.

**16. SEVERABILITY:** The provisions of this Agreement are severable and the invalidity or ineffectiveness of any part thereof shall not affect or impair the validity and effectiveness of remaining parts of provisions of this Agreement.

**17. ASSIGNMENT:** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs (a) to an entity in which the transferring party owns more than 50% of the assets or (b) as part of a transfer of all or substantially all of the assets of the transferring party to any party. Any assignment or delegation in violation of this section shall be void.

**18. NOTICES:** All notices to be given by either party shall be in writing and shall be sufficiently given or made by (i) delivery in person; (ii) facsimile; (iii) electronic mail; (iv) first class, registered or certified mail, postage prepaid; or (v) overnight courier addressed to the other party at its address set forth herein or at such other address as the other party may have designated by notice given hereunder. Notices so given shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3<sup>rd</sup>) day following mailing, whichever occurs first.

Notices shall be sent to:

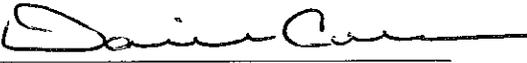
G4S Secure Solutions (USA) Inc.  
c/o Contracts Management  
1395 University Boulevard  
Jupiter, Florida 33458

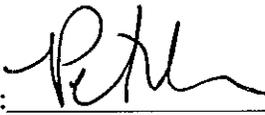
Connecticut Health Insurance Exchange dba Access Health CT  
280 Trumbull Street, 15<sup>th</sup> Fl.  
Hartford, CT 06103  
Attn: General Counsel

By signing below, the signatory represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the entity for which s/he is signing and that the Agreement is binding upon the entity.

G4S Secure Solutions (USA) Inc.

Connecticut Health Insurance Exchange dba Access Health CT

By 

By: 

Name: David Collum

Name: Peter A. Van Loon

Title: General Manager

Title: COO

Date: October 28, 2013

Date: 28 OCT 13

## Schedules of Security Services

Customer Contact:	Tony Crowe -Retail Projects Manager -Access Health CT -280 Trumbull St, 15th fl. -Hartford, CT c: 860-689-4978 -e: <a href="mailto:Anthony.Crowe@ct.gov">Anthony.Crowe@ct.gov</a> -		
Service Location:	240 Main St. New Britain, CT 06501 55 Church St. New Haven, CT		
Start Date:	New Britain – 10/29/13 New Haven – 11/14/13	End Date:	04/01/2014

### Scope of Work and Pricing:

G4S Secure Solutions will provide unarmed, uniformed Custom Protection Officers (CPO) at the locations listed above.

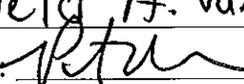
- Duties will include maintaining a presence for staff safety
- Notification of local law enforcement in the event of a disturbance.

Hours of operation (tentative, schedule may change as required by client business needs):

- A. New Britain  
Monday through Friday noon to 8PM  
Saturday 10 AM to 4PM  
Sunday noon to 4PM
- B. New Haven  
Monday through Friday 10:00 AM to 6PM  
Saturday 10AM to 4PM  
Sunday noon to 4PM

Pricing: \$25.65 per hour for CPO Services, including holidays.

**ACCEPTANCE:** The above Schedule of Security Services is acceptable. By signing this, I represent that I have the authority to sign this document on behalf of and to bind the Company.

Name: Peter A. Van Loon Date: 28 OCT 13  
Signature:  Title: COO  
Date of Acceptance: 28 OCT 13

## Exhibit A

### 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. "Consultant" and "Consultant" include any successors or assigns of the Consultant or Consultant;
  - 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 G4S 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 G4S 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) G4S agrees and warrants that in the performance of the Contract it 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 G4S 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 G4S 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 G4S that such disability prevents performance of the work involved; (2) G4S agrees, in all solicitations or advertisements for employees placed by G4S or on behalf of the Client, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) G4S agrees to provide each labor union or representative of workers with which G4S has a collective bargaining agreement or other contract or understanding and each vendor with which G4S has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of G4S commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) G4S agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) G4S 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 Consultant as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, G4S 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 G4S's good faith efforts shall include, but shall not be limited to, the following factors: G4S'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) G4S shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) G4S 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 Customer and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. G4S 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 G4S becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Consultant 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) G4S 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 G4Ss of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) For all State contracts having a value in a calendar year of \$50,000 or more or a combination or series of such agreements within a twelve month period having a value of \$50,000 or more, 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), G4S must submit a contract certification annually to update previously-submitted certification forms for state contracts. Consultants must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these 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 Consultant to satisfy its obligation to submit the last certification.

#### C. Applicable Executive Orders of the Governor.

G4S 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 G4S's request, Customer shall provide a copy of these orders to G4S.

#### D. Freedom of Information Act.

G4S acknowledges that Customer is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to Customer by G4S or any Consultant Agent, regardless of its form, shall be considered confidential, even if marked as such. In no event

shall Customer have any liability for the disclosure of documents or information in its possession which Customer believes it is required to disclose pursuant to FOIA or any other law.

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

Neither G4S nor its 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, G4S 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, G4S 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](http://www.fsrs.gov).

G. Central Contractor Registration and Universal Identifier Requirements.

As a Subcontractor of a federal grant recipient, G4S is subject to the requirements of 2 CFR part 25, Appendix A, if applicable.