PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
Connecticut Health Insurance Exchange,
A N D
Jeffers Cowherd P.C.

This Agreement is made by and between the Connecticut Health Insurance Exchange, duly authorized pursuant to Public Act 11-53 of the 2011 Legislative Session, with an office at 450 Capitol Avenue, Attention: Karen Buffkin, Esq., Office of Policy and Management, MS#55SEC, Hartford, CT 06106 and Jeffers Cowherd P.C., acting by Karen Jeffers or Stephen Cowherd with its principal place of business at 55 Walls Drive, Fairfield, CT 06824.

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 The services to be performed by the CONTRACTOR shall consist of the following, collectively referred to as "Services":

(a) Provision of legal advice to the Office of Policy and Management ("OPM") to provide legal support for the Connecticut Health Insurance Exchange ("Exchange"), created by Public Act 11-53, in the development of bylaws, procedures, contracts, and other required legal services;
(b) Development of by-laws and policies and procedures for the Exchange's operation;
(c) Preparation of the necessary documentation to establish the Exchange business entity, including tax identification numbers and the tax status of the Exchange;
(d) Legal advice and guidance on compliance with applicable state and federal law in the operation of the Exchange, including Public Act 11-53;
(e) Preparation of personnel policies and/or an employee handbook encompassing the hiring, dismissing, promoting and compensating of employees, an affirmative action policy and general work and employment rules;
(f) Draft boilerplate contracts for use by the Exchange in contracting for necessary financial, legal or other professional services, including a competitive procurement policy;
(g) Assist the Board of Directors of the Exchange, as applicable, in negotiation and drafting of any necessary employment contracts for senior/key employees of the Exchange, including Chief Executive Officer and Chief Financial Officer, Chief Operating Officer.
(h) Negotiation and drafting lease for office space to house the staff of the Exchange.
(i) Review, analysis, investigation and research necessary to carry out the Services.
(j) Preparing, writing and providing to the EXCHANGE or the designee all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services.
(k) Negotiating and/or engaging in mediation, with the approval of the EXCHANGE, with any and/or all parties necessary to carry out the Services.
(l) Making appearances and filings as assigned in all related matters (collectively, "Actions") as determined to be necessary and/or appropriate in consultation with the EXCHANGE and/or his designee.

(m) Hiring and consulting with experts and/or consultants, as may be reasonably and necessarily required and as approved by the EXCHANGE subject to the following requirements and limitations:

(1) Terms of subcontracts over $5000.00 must be approved in writing and in advance by the EXCHANGE. In requesting approval, CONTRACTOR must include the following information:
  (a) Why it is necessary to hire a subcontractor.
  (b) How the proposed subcontractor was selected.
  (c) Proposed rates and reimbursements for the subcontractor.
  (d) Comparison of these rates to those of other qualified subcontractors.

(2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement.

(3) CONTRACTOR's bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.

(n) Providing all necessary paralegal and clerical support.

(o) Performing all tasks under this Agreement in coordination with the EXCHANGE.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the EXCHANGE is Lieutenant Governor Nancy Wyman, Chair and on her behalf, Karen Buffkin, Undersecretary for Legal Affairs, Office of Policy and Management, whose contact information is as follows:

The Connecticut Health Insurance Exchange
450 Capitol Avenue
MS #55SEC
Hartford, CT 06106
Telephone: (860) 418-6298
Fax: (860) 418-6487
Email: Karen.Buffkin@ct.gov

2.2 The person in charge of administering this Agreement on behalf of the CONTRACTOR is: Karen Jeffers or Stephen Cowherd whose contact information is as follows:

Jeffers Cowherd P.C.
55 Walls Drive
Fairfield, CT 06824
Telephone: 203-259-7900
Fax: 293-259-1070
E-mail: kjeffers@jeffers-law.com or scowherd@jeffers-law.com

2.3 The professional staff members of CONTRACTOR primarily responsible for the

performance of this Agreement are Karen Jeffers and Stephen Cowherd. The CONTRACTOR may not change these individuals without the prior written consent of the EXCHANGE.

2.4 Within seven days after receiving a request by the EXCHANGE, the CONTRACTOR shall remove from assignment to this Agreement any specified professional or other staff and, at the EXCHANGE'S request, shall augment the remaining staff with such other staff as is acceptable to the EXCHANGE.

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The EXCHANGE agrees to compensate the CONTRACTOR for services solely in accordance with the following hourly rate schedule:

Title	Hourly Rate
(a) Stephen Cowherd	385.00
(b) Karen Jeffers	385.00
(c) Carolyn Linsey	325.00
(d) Jason Marsh	285.00
(e) Michelle Goglia	270.00
(f) Stephanie Sprague	255.00

The above hourly rates shall be charged only for actual time spent rendering such Services; the CONTRACTOR shall not "round off' time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday. The EXCHANGE shall not be charged for any other time expended by the CONTRACTOR during travel, overnight stays, or the like associated with the performance of the Services.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the EXCHANGE. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the EXCHANGE, CONTRACTOR must submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The EXCHANGE or his designee may, prior to authorizing payment under this Section, require the CONTRACTOR to submit such additional accounting and information as he deems to be necessary or appropriate. The CONTRACTOR shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by this Section and the Status Reports and Records Section of this Agreement. **All bills must be sent to the Office of Policy and Management, Attention: Karen Buffkin, Esq., 450 Capitol Avenue, MS#55SEC, Hartford, Connecticut 06106.**

3.3 Within twenty days of execution of this Agreement, the CONTRACTOR shall submit to the EXCHANGE and OPM for approval a detailed projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, with a total cost not to exceed the maximum amount of this Agreement and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, or upon having reason to believe that the Services or any portion of the Services cannot be completed within the amount budgeted for the Services or that portion of the Services, the CONTRACTOR shall submit to the EXCHANGE for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in this Section, the CONTRACTOR shall consult with the EXCHANGE or his designee, for the purpose of (1) revising the Services; (2) revising the maximum compensation amount; (3) revising the billing rates; (4) some combination thereof; or (5) other action permitted under this Agreement or any agreed-upon amendment. The EXCHANGE, in its sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The CONTRACTOR will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

3.4 The EXCHANGE agrees to reimburse the CONTRACTOR for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. 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 line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the EXCHANGE. The CONTRACTOR shall be reimbursed for reasonable expenses for transportation, parking and reasonable lodging and meals associated with interstate travel, specifically excluding first class airfare, as approved in advance by the EXCHANGE or its designee. Reimbursable interstate travel shall not include travel to meet with staff of the Exchange or OPM, and all such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the EXCHANGE.

3.5 The CONTRACTOR shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the EXCHANGE. For the purposes of this Agreement, elementary legal research includes, but is not limited to, any matter which is addressed in Connecticut Lawyers Basic Practice Manual (1986) and (1989). Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the EXCHANGE or its designee at, on or before the third business day following the date of its written request. The EXCHANGE shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The CONTRACTOR shall not be compensated for time spent in consultation with any attorney or other employee of the EXCHANGE or OPM concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the EXCHANGE, compensation for communication between or among attorneys and/or staff within the CONTRACTOR'S firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The EXCHANGE or its designee shall make the final determination, in its sole discretion, as to the

adequacy of such description.

3.7 Absent the consent of the EXCHANGE or his designee, the CONTRACTOR shall not be compensated for the attendance or participation of more than one attorney representing the State of Connecticut at or during any meeting, conference or proceeding, in person or otherwise, in any forum, in connection with performing the Services. Where more than one attorney has attended or participated in any such meeting, conference or proceeding without the consent of the EXCHANGE or its designee, the CONTRACTOR shall be compensated only for the time of the most senior attorney in attendance or participating.

3.8 The CONTRACTOR shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example and not limitation, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The EXCHANGE shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.

3.10 Maximum payments under this Agreement shall not exceed One Hundred Twenty-two Thousand Ninety Dollars ($122,090.00) for project deliverables specifically identified which amount shall include a not to exceed amount for expenses of six thousand dollars ($6,000.00). An additional maximum amount for contingency items/services shall not exceed twenty-seven thousand seven hundred dollars ($27,700.00) representing up to 100 hours of attorney services and expenses not to exceed two hundred dollars ($200.00).

3.11 The EXCHANGE shall have the right, without the need of prior notice to the CONTRACTOR, to assign the performance of some aspect of the Services to staff counsel where the EXCHANGE or its designee, in its sole discretion, finds that such an assignment would best serve the interests of the Connecticut Health Insurance Exchange. This assignment shall not be deemed to be a breach of contract by the EXCHANGE.

3.12 Compensation and reimbursement provided under this Section constitutes full and complete payment for all costs and expenses incurred or assumed by the CONTRACTOR in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the EXCHANGE without the prior written approval of the EXCHANGE or its designee.

SECTION 4: TERMINATION

4.1 Notwithstanding any provisions in this Agreement, the EXCHANGE, through a duly authorized employee, may terminate the Agreement whenever the EXCHANGE makes a written determination that such termination is in the best interests of the State. The EXCHANGE shall notify the CONTRACTOR in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the CONTRACTOR must complete performance of the Services prior to such date.

4.2 Upon receipt of a written notice of termination from the EXCHANGE, the CONTRACTOR shall cease operations as directed by the EXCHANGE in the notice, and take all actions that are necessary or appropriate, or that the EXCHANGE may reasonably direct, for the protection and preservation of the Records, as that term is defined in the Indemnification Section of this Agreement. Except for any work which the EXCHANGE directs the CONTRACTOR to perform in the notice prior to

the effective date of termination, and except as otherwise provided in the notice, the CONTRACTOR shall terminate or conclude all existing subcontracts.

4.3 In the case of any termination, the EXCHANGE shall, within forty-five (45) days of final billing after the effective date of termination, pay the CONTRACTOR for its performance rendered and accepted by the EXCHANGE, in addition to all actual and reasonable costs incurred after notice of termination in completing those portions of the Services which the CONTRACTOR was required to complete by the notice. However, the CONTRACTOR is not entitled to receive and the EXCHANGE is not obligated to tender to the CONTRACTOR any payments for anticipated or lost profits.

4.4 Upon termination of the Agreement and except with respect to sections which survive termination, all other rights and obligations shall be null and void, such that no party shall have any further rights or obligations to any other party. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

4.5 Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by the EXCHANGE.

4.6 Upon receipt of written notification from the EXCHANGE of termination, the CONTRACTOR shall immediately cease to perform the Services unless otherwise directed by the EXCHANGE or to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The CONTRACTOR shall assemble and deliver to the EXCHANGE all Records in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the EXCHANGE or its designee as soon as possible in a non-proprietary format no later than the fifteenth day following the receipt of the above written notice, together with a detailed hourly description of the Services performed and expenses reasonably incurred.

4.7 The CONTRACTOR, on sixty (60) days' prior written notice to the EXCHANGE, may terminate this Agreement.

4.8 On the effective date of CONTRACTOR's termination, the CONTRACTOR shall immediately cease to perform the Services except to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The CONTRACTOR shall assemble and deliver to the EXCHANGE all Records in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the EXCHANGE or its designee as soon as possible in a non-proprietary format, such as, but not limited to, ASCII or .TXT, but no later than the fifteenth day following the transmittal of the written notice, together with a description of the cost of the Services performed and expenses reasonably incurred.

4.9 If CONTRACTOR terminates this Agreement, CONTRACTOR shall not be entitled to any compensation for Services that are rendered or payment for expenses that are incurred subsequent to the date of termination.

SECTION 5: TIME OF PERFORMANCE

5.1 The CONTRACTOR shall perform the Services at such times and in such sequence as may be reasonably directed by the EXCHANGE or its designee except that deliverable 1.1(b) and 1.1(c) shall be ready for review by the Exchange on or before December 15, 2011 and 1.1(e)

on or before January 19, 2012. Deliverable 1.1(f) and (g) on or before February 20, 2012.

5.2 This Agreement will run from its effective date until the tasks set forth in the Scope of Services Section of this Agreement are performed or completed to the satisfaction of the EXCHANGE, or unless sooner terminated in accordance with the Termination and Cancellation Sections of this Agreement, but in no event beyond one year, unless otherwise amended.

SECTION 6: SETOFF

6.1 In addition to all other remedies that the EXCHANGE may have, the EXCHANGE, in its sole discretion, may set off (1) any costs or expenses that the State incurs resulting from the CONTRACTOR's unexcused non-performance under the Agreement and under any other agreement or arrangement that the CONTRACTOR has with the State and (2) any other amounts that are due or may become due from the State to the CONTRACTOR, against amounts otherwise due or that may become due to the CONTRACTOR under the Agreement, or under any other agreement or arrangement that the CONTRACTOR has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the CONTRACTOR's breach of the Agreement, all of which shall survive any setoffs by the State.

SECTION 7: CROSS DEFAULT

7.1 If the CONTRACTOR breaches, defaults or in any way fails to perform satisfactorily under the Agreement, then the EXCHANGE may, in its sole discretion, without more and without any action whatsoever required of the EXCHANGE, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the CONTRACTOR has with the EXCHANGE. Accordingly, the EXCHANGE may then exercise at its sole option any and all of its rights or remedies provided for in the Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the EXCHANGE, as if the CONTRACTOR had suffered a breach, default or failure to perform under the Other Agreements.

7.2 If the CONTRACTOR breaches, defaults or in any way fails to perform satisfactorily under any or all other Agreements with the EXCHANGE, then the EXCHANGE may, in its sole discretion, without more and without any action whatsoever required of the EXCHANGE, treat any such event as a breach, default or failure to perform under the Agreement. Accordingly, the EXCHANGE may then exercise at its sole option any and all of its rights or remedies provided for in the other Agreements or the Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the EXCHANGE, as if the CONTRACTOR had suffered a breach, default or failure to perform under the Agreement.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 The CONTRACTOR represents and warrants to the EXCHANGE for itself and for the CONTRACTOR Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:

(a) the contractor is duly and validly existing under the laws of its state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, it has taken all necessary action to authorize the execution, delivery and performance of the proposal and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;

(b) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;

(c) the execution, delivery and performance of the 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 indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) Contractor and Contractor's Agents have not, within the three years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(g) Contractor and Contractor's Agents have not within the three years preceding the Agreement had one or more contracts with any governmental entity terminated for cause;

(h) to the best of its knowledge, there are no Claims, as defined in the Indemnification Section of this Agreement, involving the CONTRACTOR that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;

(i) it shall disclose, to the best of its knowledge, to the EXCHANGE in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims;

(j) its participation in the request for proposal process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(k) the proposal was not made in connection or concert with any other person, entity or proposer submitting a proposal and is in all respects fair and without collusion or fraud;

(l) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(m) it owes no past due unemployment compensation contributions;

(n) it is not delinquent in the payment of any taxes owed to the State of Connecticut.

(o) it shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The CONTRACTOR shall keep all confidential or privileged Records in secured areas and shall take reasonable precautions to protect the Records from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

(p) During the course of this Agreement, the CONTRACTOR shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the EXCHANGE or create an appearance of impropriety.

(q) The COUNSEL will not knowingly enter into or retain any business relationships or enterprise in which a member of the Exchange Board of Directors or an employee of the Exchange holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the EXCHANGE.

SECTION 9: STATUS REPORTS AND RECORDS

9.1 Upon written or oral request by the EXCHANGE or its designee, the CONTRACTOR will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The CONTRACTOR, upon the request of the EXCHANGE or his designee, shall give to the EXCHANGE or its designee all original documentation, or, in the sole discretion of the EXCHANGE or his designee, copies thereof, filed in the course of, or arising out of, the CONTRACTOR'S performance of the Services. The CONTRACTOR shall otherwise maintain all original documentation, or copies thereof in the manner specified in the Representation and Warranties Section of this Agreement, for a period of six (6) years after the termination of this Agreement.

SECTION 10: INSURANCE

10.1 Before commencing performance of the Services, the CONTRACTOR shall obtain and maintain at its own cost and expense for the duration of the 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 COUNSEL does not own

an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of the Services, then automobile coverage is not 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: The CONTRACTOR shall secure and maintain, at no cost or expense to the State, a professional liability insurance policy in a form acceptable to the EXCHANGE in the minimum amount of one million dollars ($1,000,000.00) with a deductible not to exceed ten thousand ($10,000.00). This policy shall insure the CONTRACTOR against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the CONTRACTOR on and after the effective date of, and under the terms of, this Agreement. The CONTRACTOR may, at its election, obtain a policy containing a maximum ten thousand ($10,000.00) deductible clause, but if so, the CONTRACTOR shall be liable, as stated above herein, to the extent of the deductible amount.

10.2 No later than thirty (30) days after the effective date of this Agreement, the CONTRACTOR shall furnish to the EXCHANGE on a form or forms acceptable to the EXCHANGE, a Certificate of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the EXCHANGE for the insurance policy or policies required in the Status Reports and Records Section of this Agreement, which policy or policies shall be in accordance with the terms of the Certificate of Insurance.

SECTION 11: INDEMNIFICATION

11.1 The CONTRACTOR shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the CONTRACTOR or CONTRACTOR Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The CONTRACTOR shall use contractor reasonably acceptable to the State in carrying out its obligations under this Section. The CONTRACTOR's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of the Agreement.

11.2 The CONTRACTOR shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the CONTRACTOR or any CONTRACTOR Agents. The State shall give the CONTRACTOR reasonable notice of any such Claims.

11.3 The CONTRACTOR's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the CONTRACTOR is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

11.4 The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

11.5 This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

11.6 The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

11.7 The term "CONTRACTOR Agents" means the CONTRACTOR's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the CONTRACTOR is in privity of oral or written contract and the CONTRACTOR intends for such other person or entity to perform under the Agreement in any capacity.

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

11.9 The CONTRACTOR shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the CONTRACTOR arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the EXCHANGE or its designee.

SECTION 12: CHANGES TO THIS AGREEMENT

12.1 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, must be in writing and executed by all the parties to this Agreement in order to be enforceable.

SECTION 13: REQUIRED PERSONNEL/OFFICE

13.1 On or before the effective date of this Agreement, the CONTRACTOR shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (ii) such equipment as are reasonably necessary or appropriate to fully perform the Services to the satisfaction of the EXCHANGE.

13.2 The personnel shall not be employees of or have any contractual relationship with the Exchange or OPM.

13.3 All the Services shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform the applicable Services.

SECTION 14: NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

(a) For purposes of this Section, 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 the Contract or contract;

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 as recognized by the State of Connecticut, widowed, separated or divorced;

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 is 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 a contract 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) (1) 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, gender identity or expression, 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 treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities 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 he 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 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 as 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.

(g) (1) 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 sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities 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; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities 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 which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State 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 as 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.

SECTION 15: CERTAIN STATE ETHICS REQUIREMENTS

15.1. 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.

15.2 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 B. The first of these OPM Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and then 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 the Agreement in order for the CONTRACTOR to satisfy its obligation to submit the last certification.

SECTION 16: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

16.1 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 and 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.

SECTION 17: CONFIDENTIALITY

17.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the CONTRACTOR under this Agreement are confidential, and the CONTRACTOR shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the EXCHANGE or its designee.

17.2 The EXCHANGE will afford due regard to any request of the CONTRACTOR for the protection of proprietary or confidential information which the EXCHANGE receives from the CONTRACTOR. However, all materials associated with the Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the CONTRACTOR may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the CONTRACTOR believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the CONTRACTOR that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Agreement, especially including the Records, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. The EXCHANGE shall not have any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The CONTRACTOR shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the EXCHANGE or the State have any liability for the disclosure of any documents or information in its possession which the EXCHANGE believes are required to be disclosed pursuant to the FOIA or other requirements of law.

SECTION 18: MISCELLANEOUS

18.1 The sole and exclusive means for the presentation of any Claim, as defined in the Indemnification Section of this Agreement, against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The CONTRACTOR shall not initiate any legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

18.2 The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that Chapter 53 of the Connecticut General Statutes does not apply and to the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims, as defined in the Indemnification Section of this Agreement, in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

18.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

18.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the effective date of this Agreement, whether oral or written.

18.5 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, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

18.6 The EXCHANGE and the CONTRACTOR shall not be excused from their obligation to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the 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.

18.7 The CONTRACTOR shall not refer to services provided to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the EXCHANGE's prior written approval.

18.8 The CONTRACTOR shall notify the EXCHANGE in writing no later than ten (10) days from the effective date of any change in (1) its certificate of incorporation or other organizational document, or (2) a controlling interest in the ownership of the CONTRACTOR. No such change shall relieve the CONTRACTOR of any responsibility for the accuracy and completeness of the performance. The CONTRACTOR shall deliver such documents to the EXCHANGE in accordance with the terms of the EXCHANGE's written request. The EXCHANGE may also require, and the CONTRACTOR shall deliver, a financial statement showing that solvency of the CONTRACTOR is maintained.

18.9 The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

18.10 The CONTRACTOR shall maintain accurate Records and shall make all of the Records available at all reasonable hours for audit and inspection by the State. This includes, but is not limited to accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in the Representations and Warranties Section, and made available for six years after the termination of this Agreement and shall be made available and furnished upon request to the EXCHANGE or its designee on or before the tenth business day following the date of the written request. The CONTRACTOR will cooperate fully with any and all audit or review of billing by the EXCHANGE or any other agency, person, or entity acting on behalf of the EXCHANGE, and shall, upon request, provide billing in a format which will facilitate audit or review.

18.11 The CONTRACTOR shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.

18.12 The CONTRACTOR shall be responsible for the entire performance under the Agreement. The CONTRACTOR shall be the sole point of contact concerning the management of the Agreement, including performance and payment issues. The CONTRACTOR is solely and completely responsible for adherence by the CONTRACTOR Agents to all applicable provisions of the Agreement.

18.13 The waiver of a term or condition by the EXCHANGE or its designee shall not (i) entitle the CONTRACTOR to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the EXCHANGE or any Department not already in the Agreement, as amended, modified or superseded; or (iii) subject the EXCHANGE or the State of Connecticut or any department or agency thereof to any Claims.

18.14 If a disagreement arises between the parties to this Agreement as to whether or not the CONTRACTOR has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the EXCHANGE'S determination shall be final and dispositive of the issue. Where the EXCHANGE determines that the CONTRACTOR'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the CONTRACTOR shall, within five days of the posting of notice by the EXCHANGE or its designee to the CONTRACTOR, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the EXCHANGE waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting CONTRACTOR'S rights under the Termination and Cancellation Section of this Agreement.

18.15 Unless the EXCHANGE designates otherwise in writing, all Records generated or collected by the CONTRACTOR, the CONTRACTOR'S agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.

18.16 The CONTRACTOR acknowledges that the EXCHANGE has relied upon all of CONTRACTOR'S representations in its proposal, submitted in response to the EXCHANGE'S Request for Proposals concerning this matter and all subsequent information supplied to the EXCHANGE in writing thereafter, as the basis for entering into this Agreement with the CONTRACTOR. Any material misrepresentation, omission, mistake or error in those submittals shall be deemed to be a breach of this Agreement, which the EXCHANGE may, in its sole discretion, waive or afford the CONTRACTOR the opportunity to cure in accordance with the written notice of such breach sent to the CONTRACTOR.

18.17 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

18.18 The parties acknowledge and agree that nothing in the EXCHANGE's request for proposals or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.

18.19 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 express delivery service, in either case addressed to the persons identified in the Agreement

Administration Section of this Agreement, or in each case to such other person and/or address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or, placed with a recognized, express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the EXCHANGE:

Connecticut Health Insurance Exchange
450 Capitol Avenue
MS#55SEC
Hartford, CT 06106
Attention: Karen Buffkin, Esq.

If to the CONTRACTOR:

Jeffers Cowherd P.C.
55 Walls Drive
Fairfield, CT 06824
Attention: Karen Jeffers, Esq.

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

18.21 Time is of the essence in this Agreement.

18.22 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed three (3) counterparts of this Agreement.

JEFFERS GOWHERD P.C.

12/8/11
Date

By: _____
Karen A. Jeffers
President

CONNECTICUT HEALTH INSURANCE EXCHANGE

12/13/11
Date

By: _____
Lieutenant Governor
CHAIR

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 1]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: Name of Former State Agency _____ Termination Date of Employment _____

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

Jeffers Cowherd, P.C.	[signature]	12/8/11
Printed Name of Bidder or Contractor	Signature of Principal or Key Personnel	Date
	Karen A. Jeffers	
	Printed Name (of above)	Awarding State Agency

Sworn and subscribed before me on this 8th **day of** December, **20** 11.

[signature]

~~Commissioner of the Superior Court~~
~~or~~ Notary Public

Phyllis A. DiLeo
NOTARY PUBLIC
STATE OF Connecticut
My Commission Expires August 31, 2013

Form C
07-08-2009

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Affidavit

By Entity

For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am President (Signatory's Title) of Jeffers Cowherd P.C. (Name of Entity), an entity duly formed and existing under the laws of Connecticut (Name of State or Commonwealth).

I certify that I am authorized to execute and deliver this affidavit on behalf of Jeffers Cowherd P.C. (Name of Entity) and that Jeffers Cowherd P.C. (Name of Entity) has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

Karen A. Jeffers, Pres.

Authorized Signatory

Karen A. Jeffers

Printed Name

Sworn and subscribed to before me on this 8th **day of** December, 2011.

Phyllis A. DiLeo
NOTARY PUBLIC
STATE OF Connecticut
My Commission Expires August 31, 2013

Phyllis A. DiLeo

~~Commissioner of the Superior Court,~~
Notary Public

Commission Expiration Date

STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

CHECK ONE: ☒ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description
None				

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description
None				

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

Jeffers Cowherd P.C.
Printed Contractor Name

Karen A. Jeffers
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this 8th **day of** December, 2011.

Phyllis A. DiLeo
NOTARY PUBLIC
STATE OF Connecticut
My Commission Expires August 31, 2013

~~**Commissioner of the Superior Court (or** Notary Public)~~

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into this 18th day of October, 2012 (the "Effective Date") 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 450 Capitol Avenue, Hartford, Connecticut 06106 (the "Exchange") and Jeffers Cowherd P.C., a Connecticut professional corporation, with an office at 55 Walls Drive, Fairfield, Connecticut 06824 (the "Contractor").

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

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The Exchange desires the Contractor to perform, and the Contractor agrees to perform, the services specified in Exhibit A (the "Services").

2. Administration.

   a) The individuals in charge of administering this Agreement on behalf of the Exchange and the Contractor, respectively, are set forth on Exhibit A.

   b) If the Exchange requests that a staff member of the Contractor no longer provide services to the Exchange under this Agreement, the Contractor shall remove such staff member from the assignment within seven (7) days. Upon the request of the Exchange, the Contractor shall augment the remaining staff with staff acceptable to the Exchange.

3. Time of Performance and Term.

   a) The Contractor shall perform the Services at such times and in such sequence as may be reasonably requested by the Exchange. The Contractor shall comply with any timeline or deadlines set forth in Exhibit A.

   b) Except as otherwise set forth in Exhibit A, this Agreement will run from its Effective Date until the Services are completed to the satisfaction of the Exchange, unless sooner terminated in accordance with the provisions herein.

4. Termination.

   a) Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time for any reason. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date.

   b) Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice). The Contractor shall assemble and deliver to the Exchange all

Records (as defined in Section 8(a) below) in its possession or custody, as soon as possible and no later than the fifteenth (15th) day following the receipt of a written termination notice, together with a final invoice for Services performed to date.

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

5. Payment.

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

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

c) The Exchange agrees to reimburse the Contractor for those out-of-pocket disbursements and expenses (at cost), as are detailed in Exhibit A, 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 line charges), clerical staff, proofreading 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 any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under this Agreement against any amounts that are due or may become due from the Exchange to the Contractor under this Agreement 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 shall survive any setoffs.

6. Cross Default.

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

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

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

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

b) The Contractor and Contractor Agents are duly and validly existing under the laws of their states of organization and are authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;

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

d) Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;

e) Neither the Contractor nor any Contractor Agent has, in any of their current or former jobs or assignments, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;

f) Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above; and

g) Neither the Contractor nor any Contractor Agent has had one or more contracts with any governmental entity terminated for cause.

8. Records/Intellectual Property.

a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, plans,

books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.

b) The Contractor, upon the request of the Exchange, shall promptly give to the Exchange all original Records, or, in the sole discretion of the Exchange, copies thereof. The Contractor shall otherwise maintain all original Records, or copies thereof, for a period of six (6) years after the termination of this Agreement. Unless the Exchange designates otherwise in writing, all Records are the exclusive property of the Exchange and no one else shall have any right, including, but not limited to, any copyright, trademark or other intellectual property rights, in those Records.

c) The Exchange shall own all work product of the Contractor under this Agreement. To the extent that Contractor creates work product that is copyrightable under the laws of the United States, such work product shall be "work made for hire" as defined in the copyright law, and the Exchange shall own the copyright therein. If for any reason any such work product does not qualify as a "work made for hire," Contractor hereby assigns to the Exchange, without any right of reversion, the copyright therein.

d) The Contractor represents and warrants that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

9. Insurance.

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

(a) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, 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), with a deductible not to exceed Ten Thousand Dollars ($10,000.00).

9.2 Promptly upon a request by the Exchange, the Contractor shall furnish to the Exchange on a form or forms acceptable to the Exchange, a Certificate(s) of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the Exchange for the insurance policies required above.

10. Indemnification.

a) The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The Contractor shall use professionals reasonably acceptable to the Exchange in carrying out its obligations under this Section.

b) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the Exchange or the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

c) The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any form.

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

11. Independent Contractor. The Contractor is an independent contractor of the Exchange. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and the Exchange. The Contractor shall be solely liable for all wages, benefits and tax withholding for its employees and shall comply with all applicable laws relating to its employees. The Contractor is not an agent of the Exchange and shall have no authority to bind the Exchange.

12. 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.

13. Nondiscrimination, Affirmative Action, State Ethics and Executive Orders. The Contractor shall comply with all provisions set forth on Exhibit B.

14. Confidentiality.

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

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

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

If to the Exchange:

Connecticut Health Insurance Exchange
450 Capitol Avenue
MS#55SEC
Hartford, CT 06106
Attention: Chief Executive Officer

If to the Contractor:

Jeffers Cowherd P.C.
55 Walls Drive
Fairfield, CT 06824
Attention: Karen A. Jeffers, Esq.

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 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.

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

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

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

16.9 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.

16.10 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.

16.11 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.

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

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

16.14 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

JEFFERS COWHERD P.C.

By:_____
Name: Karen A. Jeffers
Title: President

Exhibit A

Services
Contractor shall provide legal services to the Exchange as requested from time to time.

Staffing
The staff members of the Contractor primarily responsible for the performance of this Agreement are Karen Jeffers, Stephen Cowherd, Carolyn Linsey, Jason Marsh, Michelle Goglia and Stephanie Sprague. The Contractor may not change these individuals without the prior written consent of the Exchange.

Administration
The individual in charge of administering this Agreement on behalf of the Exchange is Virginia Lamb, General Counsel.

The individual in charge of administering this Agreement on behalf of the Contractor is Karen Jeffers.

Deadlines/Timeline
Contractor shall perform the Services in a timely manner consistent with the needs of the Exchange. If not sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall expire November 30, 2014.

Compensation
The Exchange shall pay the Contractor on an hourly basis at the rates set forth below for the Services rendered under this Agreement. Contractor's rates are as follows:

Karen Jeffers:	$385/hr
Stephen Cowherd:	$385/hr
Carolyn Linsey:	$325/hr
Jason Marsh:	$285/hr
Michelle Goglia:	$270/hr
Stephanie Sprague:	$255/hr

If this Agreement is still in effect on July 1, 2013, Contractor may increase these hourly rates upon written notice to the Exchange, provided that such increase shall not exceed five percent (5%).

The Exchange agrees to reimburse the Contractor for the cost of the following out-of-pocket disbursements and expenses: long distance telephone calls, conference calls, delivery services, filing fees, computer research and out-of-state travel-related expenses.

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

Exhibit B

A. Nondiscrimination and Affirmative Action

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an

agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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

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

e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such

provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

B. Certain State Ethics Requirements.

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

b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (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.

CONNECTICUT HEALTH INSURANCE EXCHANGE

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☒ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description
None				

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description
None				

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

Jeffers Cowherd P.C.
Printed Contractor Name

Karen A. Jeffers
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this 18th **day of** October, **20**12.

Phyllis A. DiLeo
Commissioner of the Superior Court (or Notary Public)

Phyllis A. DiLeo
NOTARY PUBLIC
STATE OF Connecticut
My Commission Expires August 31, 2013

CONNECTICUT HEALTH INSURANCE EXCHANGE
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 1]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: Name of Former State Agency _____ Termination Date of Employment _____

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

Jeffers Cowherd P.C. _____ 10/18/12

Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

Karen A. Jeffers _____

Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 18th **day of** October **, 20**12 **.**

Phyllis A. DiLeo

Commissioner of the Superior Court or Notary Public

Phyllis A. DiLeo
NOTARY PUBLIC
STATE OF Connecticut
My Commission Expires August 31, 2013

CONNECTICUT HEALTH INSURANCE EXCHANGE

NONDISCRIMINATION CERTIFICATION – Affidavit by Entity

For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with **The Connecticut Health Insurance Exchange** valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of the Superior Court or Notary Public. Submit to **The Connecticut Health Insurance Exchange** prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am President (Signatory's Title) of Jeffers Cowherd P.C. (Name of Entity), an entity duly formed and existing under the laws of Connecticut (Name of State of Commonwealth).

I certify that I am authorized to execute and deliver this affidavit on behalf of Jeffers Cowherd P.C. (Name of Entity) and that Jeffers Cowherd P.C. (Name of Entity) has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory — Date: 10/18/12

Karen A. Jeffers
Printed Name

Sworn and subscribed to before me on this 18th **day of** October, **20** 12.

Phyllis A. DiLeo
NOTARY PUBLIC
STATE OF Connecticut
My Commission Expires August 31, 2013

Commissioner of the Superior Court/ Notary Public — **Commissioner Expiration Date**

CT HEALTH INSURANCE EXCHANGE
BID WAIVER FORM

The bidding for the following item is being waived for the following reasons:

ITEM DESCRIPTION: **Legal Services**

VENDOR NAME/ADDRESS **Jeffers Cowherd P.C.**

55 Walls Drive

Fairfield, CT 06824

Emergency Purchase	
Sole Source	**X**
Other (Describe)	

APPROVED BY: *

CEO

Date Oct 3, 2012

Note: Attach Narrative Outlining Circumstances that Require this Waiver

DOCUMENTATION OF NEED TO SOLE SOURCE CONTRACT

Jeffers Cowherd P.C., Legal Services Agreement

The nature of the legal services required is such that the Exchange has determined that special counsel with particular expertise in corporate and business law, especially the governance of public agencies and the Exchange's own enabling statute PA 11-53, as well as expertise in employment and health benefits law and healthcare reform including the Affordable Care Act ("ACA") is required and warranted to support the Exchange's ongoing activities.

In October, 2011, Jeffers Cowherd responded to the Office of Policy and Management's request for proposal on behalf of the Connecticut Health Insurance Exchange for legal firms interested in assisting the Exchange in developing its by-laws, policies and procedures and the necessary documentation required to establish the Exchange as business entity in the state of Connecticut. In December 2011 Jeffers Cowherd was selected as the Exchange's legal counsel.

Jeffers Cowherd has satisfactorily completed its original assignment for the Exchange. This Agreement is for legal services in support of the ongoing activities of the Exchange and the Exchange's General Counsel, as the Exchange works to implement the many complex provisions of PA 11-53 and the ACA. This decision to sole source, is based on Jeffers Cowherd's prior experience with the Exchange's governance and operations and Jeffers Cowherd's expertise in health benefits and health reform. This experience and expertise is critical to the Exchange's meeting its commitments to HHS and CCIIO according to the deadlines established in the Level II Grant and the CCIIO Blueprint.

Additionally, Jeffers Cowherd is certified by the State of Connecticut as a Women-Owned Small/Minority Business Enterprise and by the Women's Business Enterprise National Council (WBENC) as a women-owned and controlled business enterprise. As such the Exchange's work with Jeffers Cowherd, a minority owned business as defined by CGS 32-9n promotes the goals of the Exchange's affirmative action plan and complies with the requirements of CGS 4a-60 and 4a-61.

CONNECTICUT HEALTH INSURANCE EXCHANGE

CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE AUTHORIZED TO EXECUTE CONTRACT

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

INSTRUCTIONS:

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

CERTIFICATION:

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

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

Jeffers Cowherd P.C.

Contractor Name

Connecticut Health Insurance Exchange

By _____ OCT 3, 2012
Date

KEVIN J COUNIHAN
Printed Name

CEO
Title

Sworn and subscribed before me on this 3rd **day of** October, **20**12

_____
Commissioner of the Superior Court # 418723
~~**or Notary Public**~~