



Staffing Services Agreement

This Staffing Services Agreement ("Agreement") is made this 26th day of April, 2013, by and between TEKsystems, Inc. ("TEKsystems"), a Maryland Corporation, and Connecticut Health Insurance Exchange, dba Access Health CT, its parents, subsidiaries and affiliated entities ("Client").

BACKGROUND

WHEREAS, TEKsystems is engaged in the temporary staffing services business providing temporary personnel to customers with staffing needs; and

WHEREAS, Client desires to engage TEKsystems to provide temporary staffing services and TEKsystems desires to be engaged by Client, all on the terms and conditions of this Agreement; and

WHEREAS, as used herein, the term "Contract Employee" means a TEKsystems employee temporarily placed with the Client pursuant to this Agreement;

THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter [on a month-to-month basis] unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

2. CONTRACT EMPLOYEES

TEKsystems shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A is a list of the names of the Contract Employee(s) to be placed initially with the Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by TEKsystems as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on Exhibit A attached hereto, or should either Client or TEKsystems request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes

will be mutually agreed to in writing and executed by the authorized representatives executing this Agreement. Such agreed upon terms shall become a part of this Agreement, as amended.

TEKsystems is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. In addition, Client agrees to require all Contract Employees to record all hours worked and will not allow "off the clock" time or other similar arrangements.

3. INDEPENDENT CONTRACTOR STATUS

With respect to the services provided by TEKsystems, TEKsystems shall be an independent contractor. TEKsystems shall be responsible for providing any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

4. INVOICING

4.1 Invoices: TEKsystems shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. If the position is a Professional Exempt classification, Client will pay straight time for all hours worked, and will not pay time and a half. Invoices submitted by TEKsystems to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

Invoicing Format (choose one):

- Paper
- Client Developed (web based, etc.)

Please e mail the TEKsystems' E-Commerce support team at reichli@teksystems.com or contact John Reichlin at (410) 540-7959 regarding all electronic invoicing implementations.

4.2 Time and Expense Records: Please select the preferred method of Time & Expense capture. The method

selected below will be the official record for purposes of invoicing and payment under Sections 4 and 5 herein.

- TEKsystems Internet Based (on line)
- Other

4.3 **Expenses:** 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.

4.4 **Taxes:** Where applicable, Client shall pay all sales and use taxes with respect to the services provided by TEKsystems pursuant to this Agreement.

4.5 **Purchase Orders:** Payment of TEKsystems invoices [shall] [shall not] be dependent upon a Client generated purchase order (*Client circle one*). If a purchase order is required pursuant to this Section, Client shall deliver to TEKsystems a written purchase order before the first Contract Employee start date identified on Exhibit A. As stated in Section 14.7 herein, this Agreement, Exhibit A and Exhibit B constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. All purchase orders must be signed on behalf of the parties to this Agreement by their authorized representatives executing this Agreement.

5. PAYMENT; DEFAULT

Payment in full for invoices shall be due within thirty [30] days from invoice date, at TEKsystems, P.O. Box 198568, Atlanta, Georgia 30384-8568. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and TEKsystems has notified Client verbally or in writing of the past due balance, TEKsystems may, without advance notice, immediately cease providing any and all further Contract Employee services without any liability to Client for interruption of pending work. Notwithstanding the terms of Section 14.10 of this Agreement, TEKsystems may institute proceedings to seek a default judgment in jurisdiction of courts in the state of Connecticut.

Payment Method (choose one):

- Electronic Funds Transfer (EFT)
- Paper Check

If EFT, please provide EFT contact information:

Name: _____

Phone Number: _____

E-mail address: _____

Please e mail the TEKsystems' E-Commerce support team at jreichli@teksystems.com or contact John Reichlin at (410) 540-7959 regarding all electronic payment implementations.

5.1 **Lockbox:** Payment by check should be sent to TEKsystems, P.O. Box 198568, Atlanta, Georgia, 30384-8568.

6. COLLECTION

If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of TEKsystems' expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

7. CONSENT TO USE OF SUB-CONTRACTORS

From time to time in the performance of the services under this Agreement, it may be necessary or desirable for TEKsystems to engage other parties as sub-contractors. Client consents and agrees that TEKsystems may engage sub-contractors to provide services hereunder as it deems necessary.

8. PREVAILING WAGE

Client agrees that it is Client's responsibility to notify TEKsystems of any prevailing wage or other wage requirements covering the Contract Employees assigned to perform services for the Client, and Client hereby certifies that the services to be performed by the Contract Employees under this Agreement are not subject to any such wage requirements. In the event that it is later determined that any prevailing wage or other wage requirements/determinations are applicable, Client shall be responsible for notifying TEKsystems of the proper job classification as it relates to the Contract Employees as set forth in the Exhibit A to this agreement and Client hereby agrees to indemnify and hold harmless TEKsystems for any such costs, losses or damages which TEKsystems may suffer or incur as a result of such error and in connection with satisfying such requirements.

9. RESTRICTIVE COVENANT CONVERSION/ RIGHT TO HIRE

9.1 **Restrictive Covenant-Conversion:**

(a) TEKsystems is not an employment agency. Its services are provided at great expense to TEKsystems. In consideration thereof, during the term of this Agreement and for the one hundred eighty (180) day period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of TEKsystems, or hire or engage such Contract Employee.

Notwithstanding the above paragraph in this Section 9.1, if at any time the Client wishes to hire any Contract Employee provided by TEKsystems, Client may request that TEKsystems release the Contract Employee from his/her employment contract with TEKsystems to allow Client to employ or engage the services of Contract Employee, either directly or indirectly. Client acknowledges and agrees that TEKsystems, in its sole and absolute discretion, has the right to accept or refuse Client's request to employ or engage the services of Contract Employee supplied by TEKsystems to Client. If TEKsystems has accepted Client's request to employ Contract Employee, either directly or indirectly, and the Contract Employee has not completed a minimum of six (6) months of continuous employment at Client for TEKsystems, the Client will pay TEKsystems, as liquidated damages, an amount equal to 25% of the Contract Employees first year salary, including guaranteed bonuses, with Client. If Contract Employee has completed a minimum of six (6) months of continuous employment at Client for TEKsystems, and authorization has been obtained by Client from TEKsystems, then Client may employ or engage the services of Contract Employee, either directly or indirectly, without any financial compensation or liquidated damages payment owed to TEKsystems from Client.

(b) In addition to the provisions of Section 9.1(a), during the term of this Agreement and for a period of one (1) year immediately following the termination of this Agreement, Client agrees that it shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of any Technical Professional or Consulting Practice Manager under any circumstances. In the event that Client shall violate this subsection (b), Client agrees to pay to TEKsystems an amount equal to such Technical Professional's or Consulting Practice Manager's annualized first year salary, including bonuses.

9.2 Submittals-Right To Hire: Resumes submitted to Client are confidential and for Client use only. Client agrees that TEKsystems is the representative of all candidates for which resumes are submitted to Client by TEKsystems in response to Client requests. Accordingly, Client agrees that if any

candidate submitted to Client by TEKsystems is hired either directly or indirectly by Client within one hundred eighty (180) days of receipt of the resume, Client agrees to pay to TEKsystems as liquidated damages an amount equal to 25% of the employees annualized first year salary, including guaranteed bonuses.

10. CONTRACT EMPLOYEE PERFORMANCE

Within the first forty (40) hours worked by any Contract Employee(s), Client shall review the Contract Employee(s) performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes TEKsystems to terminate its engagement of such Contract Employee, Client must notify TEKsystems within the initial forty (40) hour period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial forty (40) hour period, provided its reasons for termination are not unlawful and are bona fide in TEKsystems' reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial forty (40) hour period, Client may request that TEKsystems terminate the engagement of that Contract Employee upon written notice to TEKsystems, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

11. LIMITATION OF LIABILITY

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 the negligent acts of omissions and/or commissions (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 Services performed under the Agreement. The Contractor shall use professionals reasonably acceptable to the Exchange in carrying out its obligations under this Section.

a) 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.

b) The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending

or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any form.

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

12. CLIENT PROPERTY

12.1 Work Product: All work product of every kind performed by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

12.2 Confidentiality: In the event and to the extent that the Contractor or Contractor's Employees have 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 and its Employees agree 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 or its Employees are 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.

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.

13. NOTICES

13.1 Manner: Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

13.2 Addressee: Notices shall be addressed to:
TEKsystems, Inc.
Attn: Senior Manager Of Operations
Address: 7437 Race Road
Hanover, MD 21076

Fax #:

Or in the case of Client:

Attn:

Address:

Fax #:

13.3 Delivery: A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

13.4 Changes: Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

14. MISCELLANEOUS

14.1 Governing Law: 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

14.2 Severability: A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended so as to make this Agreement valid and enforceable as originally contemplated by this Agreement to the greatest extent possible.

14.3 Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

14.4 Headings: The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement. The background section is an integral part of this Agreement.

14.5 Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. TEKsystems and Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between TEKsystems and the Client, and not to any other relationship between the Client and any other division, company, business unit, subsidiary or affiliate of TEKsystems. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person, other than the parties hereto, any rights or remedies.

14.6 Amendments And Modifications: This Agreement, including Exhibit A and Exhibit B hereto, may be amended, waived, changed, modified or discharged only by an agreement in writing signed on behalf of all of the parties by the authorized representatives executing this Agreement.

14.7 Entire Agreement: This Agreement, Exhibit A and Exhibit B hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

14.8 Waiver: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

14.9 Remedies Cumulative: The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

14.10 Arbitration: INTENTIONALLY DELETED

14.11 Assignment: No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that TEKsystems may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any of TEKsystems other divisions, business units, subsidiaries or affiliates without the prior written consent of Client.

15. HEALTH AND SAFETY

Client agrees to train, certify, evaluate and orient all TEKsystems Contract Employees in all safety (IIPP), hazardous communication (MSDS information, etc.) and operational instructions in the same manner as Client employees and as required by policy or by law, including, but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. Client will provide and require all TEKsystems Contract Employees to wear all appropriate safety equipment. Client will notify TEKsystems immediately in the event of an accident or medical treatment of any TEKsystems Contract Employee, and will be provided with a completed supervisor's report of injury. In the event of an accident or other incident involving a TEKsystems Contract Employee, TEKsystems shall have the right to conduct an on-site investigation. Client shall cooperate with TEKsystems in the conduct of its investigation.

16. VEHICLE USE

Contract Employee(s) are not authorized to operate a motor vehicle without TEKsystems' express written permission. Client shall not request or require TEKsystems' Contract Employee(s) to perform tasks that require driving a motor vehicle without TEKsystem's express written permission.

17. FORCE MAJEURE

Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement or Statement of Work if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

TEKsystems, Inc. Ellen Ford
Signature Ellen Ford
Name

Client Peter A. Van Loon
Signature PETER A. VAN LOON
Name

Sr. Account Manager 4/26/13
Title Date

Chief Operating Officer 24 APR 13
Title Date

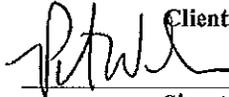
EXHIBIT A

Pursuant to the terms and conditions of the Staffing Services Agreement ("Agreement") dated 4/26/2013 by and between TEKsystems, Inc. ("TEKsystems") and Connecticut Health Insurance Exchange, dba Access Health CT ("Client"), Client agrees to reimburse TEKsystems in full at the following approved rates:

<u>Contract Employee Name</u>	<u>Standard Billing Rate</u>	<u>Overtime Billing Rate</u>	<u>Scheduled Start Date</u>	<u>Prevailing Wage Required</u>
Mike Waltein	\$ 110 /hr	\$ 110 /hr	4/30/13	
	\$ /hr	\$ /hr		
	\$ /hr	\$ /hr		
	\$ /hr	\$ /hr		
	\$ /hr	\$ /hr		
	\$ /hr	\$ /hr		

AGREED AND ACCEPTED:

TEKsystems, Inc.

Client


Ellen Ford

Signature

Signature

Ellen Ford

Name

PETER A. VAN LOON

Name

Sr. Account Manager 4/26/13

Title

Date

Chief Operating Officer 29 APR 13

Title

Date

EXHIBIT B

Pursuant to the terms and conditions of the Staffing Services Agreement ("Agreement") dated _____ by and between TEKsystems, Inc. ("TEKsystems") and _____ ("Client"), Client agrees to reimburse TEKsystems in full and at the approved rates for the following marked expenses:

		<u>Specifications/Comments</u>
<input type="checkbox"/> Mileage	<input type="checkbox"/> Rate per mile \$ _____	_____
<input type="checkbox"/> Parking		_____
<input type="checkbox"/> Tolls		_____
<input type="checkbox"/> Meal allowance per day	\$ _____	_____
<input type="checkbox"/> Per Diem	<input type="checkbox"/> Weekly \$ _____	_____
	<input type="checkbox"/> Daily \$ _____	_____
<input type="checkbox"/> Travel Hours		_____
<input type="checkbox"/> Hotel		_____
<input type="checkbox"/> Airfare		_____
<input type="checkbox"/> Misc. expenses		_____
	<input type="checkbox"/> Tools (to complete job)	_____
	<input type="checkbox"/> Supplies (to complete job)	_____
	<input type="checkbox"/> Other (to complete job)	_____
<input type="checkbox"/> Rental car	<input type="checkbox"/> Weekly \$ _____	_____
	<input type="checkbox"/> Daily \$ _____	_____
<input type="checkbox"/> Other		_____

AGREED AND ACCEPTED:

TEKsystems, Inc.

Client

Signature

Signature

Name

Name

Title

Date

Title

Date

Exhibit C

A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit C, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of this Agreement;
 - iii. "Consultant" and "Consultant" include any successors or assigns of the Consultant or Consultant;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - v. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "Marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut,;
 - viii. "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
 - ix. "Minority business enterprise" means any small 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) TEKsystems, Inc. agrees and warrants that in the performance of the Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by TEKsystems, Inc. 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 TEKsystems, Inc. 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 TEKsystems, Inc. that such disability prevents performance of the work involved; (2) TEKsystems, Inc. agrees, in all solicitations or advertisements for employees placed by TEKsystems, Inc. or on behalf of the Client, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) TEKsystems, Inc. agrees to provide each labor union or representative of workers with which TEKsystems, Inc. has a collective bargaining agreement or other contract or understanding and each vendor with which TEKsystems, Inc. has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of TEKsystems, Inc. commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) TEKsystems, Inc. agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) TEKsystems, Inc. agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Consultant as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, TEKsystems, Inc. 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 TEKsystems, Inc.'s good faith efforts shall include, but shall not be limited to, the following factors: TEKsystems, Inc.'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) TEKsystems, Inc. shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) TEKsystems, Inc. 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. TEKsystems, Inc. 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 TEKsystems, Inc. becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Consultant may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) TEKsystems, Inc. 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) For all State contracts having a value in a calendar year of \$50,000 or more or a combination or series of such agreements within a twelve month period having a value of \$50,000 or more, pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), TEKsystems, Inc. must submit a contract certification annually to update previously-submitted certification forms for state contracts. Consultants must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Consultant to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The Consultant 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 TEKsystems, Inc.'s request, the Exchange shall provide a copy of these orders to Thomas Byrne Associates.

D. Freedom of Information Act.

TEKsystems, Inc. acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to the Exchange by TEKsystems, Inc. or any Consultant 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.

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

Neither TEKsystems, Inc. nor its employees shall:

- i. engage in severe forms of trafficking in persons during the term of this Agreement;
- ii. procure a commercial sex act during the term of this Agreement; or
- iii. use forced labor in the performance of this Agreement.

E. Cost Principles for State, Local and Tribal Governments

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

F. Subcontractor Reporting and Executive Compensation.

As a Subcontractor of a federal grant recipient, Contractor is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170, if applicable. Subcontractors of a federal grant recipient must report information for each first tier subaward of \$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding and Transparency Act Subaward Reporting System (FSRS) is available at www.fsrs.gov.

G. Central Contractor Registration and Universal Identifier Requirements.

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



**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:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

TEKsystems
Printed Contractor Name

Ellen Ford
Printed Name of Authorized Official

Ellen Ford
Signature of Authorized Official

Subscribed and acknowledged before me this 29 day of April, 20 .

Susan Riad-Boye
Commissioner of the Superior Court (or Notary Public)





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

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 Sr. Account Manager TEKsystems, Inc., an entity

Signatory's Title

Name of Entity

duly formed and existing under the laws of Maryland,
Name of State of Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of TEKsystems, Inc. and that TEKsystems, Inc.

Name of Entity

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.

Ellen Ford
Authorized Signatory

4/26/13 4/29/13
Date

Ellen Ford
Printed Name

Sworn and subscribed to before me on this 29 day of April, 2013.

Susan [Signature]
Commissioner of the Superior Court/
Notary Public

Commissioner-Expiration-Date