

STANDARD AGREEMENT - AMENDMENT

35336 SCO ID:

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 25 PAGES

AGREEMENT NUMBER 19-N-11

AMENDMENT NUMBER A5

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME Covered California

CONTRACTOR NAME City of Long Beach Department of Health and Human Services

2. The term of this Agreement is:

START DATE July 1, 2019

THROUGH END DATE June 30, 2023

3. The maximum amount of this Agreement after this Amendment is: \$278,240.00 Two Hundred Seventy-Five Thousand Two Hundred Forty Dollars and No Cents.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. The purpose of this amendment is to add additional funds for Fiscal Year 2022-2023, and to extend the end of the agreement to June 30, 2023.
II. Exhibit A - Scope of Work has been updated and replaced in its entirety.
III. Exhibit B - Budget Detail and Payment Provisions has been updated and replaced in its entirety.
All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Long Beach Department of Health and Human Services

CONTRACTOR BUSINESS ADDRESS 411 W. Ocean Blvd.

PRINTED NAME OF PERSON SIGNING Tom Modica

CONTRACTOR AUTHORIZED SIGNATURE

Handwritten signature: Sandra J. Tatum, Joe

APPROVED AS TO FORM July 12, 2022 CHARLES PARKIN City Attorney

By

TAYLOR M. ANDERSON DEPUTY CITY ATTORNEY

CITY Long Beach STATE CA ZIP 90802

TITLE City Manager

DATE SIGNED

Handwritten date: 7/12/2022

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Covered California

CONTRACTING AGENCY ADDRESS 1601 Exposition Blvd.

PRINTED NAME OF PERSON SIGNING Lisa Lassetter

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DocuSigned by: Lisa Lassetter 4369993C4AF7491...

CITY Sacramento STATE CA ZIP 95815

TITLE Deputy Chief Operations Officer

DATE SIGNED 8/1/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable) Government Code Section 100505

EXHIBIT A

Scope of Work

This Agreement is made between the State of California, acting by and through the California Health Benefit Exchange, hereafter referred to as "Covered California" or the "State" and City of Long Beach Department of Health and Human Services, an entity duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as "Grantee" or "Contractor."

Covered California may, at its sole discretion, extend the term of this contract for two one-year extensions. If mutually agreed upon by Covered California and the Grantee, this Agreement shall be amended to include additional funding. These extensions shall be done through the formal amendment process.

A. Purpose

The mission of Covered California is to increase the number of insured Californians, improve health care quality, lower costs, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health plan and providers that give them the best value.

The purpose of this Agreement is to provide funds for the Grantee to perform the Navigator duties defined by the Affordable Care Act and its implementing regulations including, but not limited to outreach, education, enrollment, renewal assistance and post enrollment services to consumers eligible for enrollment in a Covered California Health Insurance Plan.

The authority to enter this agreement arises from Government Code Section 100502(l), where Covered California is directed to "Establish the Navigator program in accordance with subdivision (i) of Section 1311 of the federal act." Furthermore, under 45 CFR 155.210, the Secretary of the United States Health and Human Services has promulgated regulations requiring Covered California to establish a Navigator program.

B. Definitions

1. Certified Enrollment Counselor: An individual who is certified by the Covered California pursuant to Title 10, Chapter 12, Article 8, Section 6657, of the California Code of Regulations.
2. Certified Enrollment Entity: An organization or individual certified by Covered California pursuant to Title 10, Chapter 12, Article 8, Sections 6652 and 6656, of the California Code of Regulations.
3. Consumer: A person or entity seeking information on eligibility and enrollment or seeking application assistance with a health insurance or health related product available through Covered California. The term

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consumer includes, but is not limited to, an applicant, an application filer, authorized representative, employer, qualified employee, qualified employer, qualified individual, small employer, or enrollee as defined in Title 10, Chapter 12, Article 4, and Section 6410 of the California Code of Regulations.

4. Consumer Assistance: The programs and activities created under 45 C.F.R. § 155.205(d) to provide one-on-one assistance to consumers.
5. Covered California Health Insurance Plan: A health plan as defined in the Patient Protection and Affordable Care Act Section 1301 (42 USC section 18021) and Government Code section 100501(g).
6. Effectuated Enrollment: Successful Enrollment of a new or renewal consumer into a Covered California Health Insurance Plan with payment of the first month's premium for at least one month of coverage.
7. Grantee: An organization awarded a grant to participate in the Navigator Program.
8. Navigator Program: The Program whereby Certified Enrollment Entities are awarded a grant to conduct the activities described in Government Code section 100502 (I) in accordance with subdivision (i) of Section 1311 of the federal act and 45 C.F.R.155.210.

C. Scope of Work

This Navigator Program has two major scope of work areas:

1. ***Core funding***, the Grantee shall support primary geographic and target populations as follows:
 - a. Focus on building statewide access to enrollment assistance and sustaining a network of Navigator organizations;
 - b. Work closely with Covered California on strategies to conduct outreach, education, renewal and enrollment assistance, and post-enrollment support activities based on identified geographic funding areas;
 - c. Participate in, track, and report outreach activities throughout the grant award year to meet **64** outreach activity points goal assigned based on the grantee's amount award tier. Covered California outreach activities approved to earn the points are as follows in the table here:

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Category	Point(s) Earned	Qualifying Activity
Events	3	3 points earned per education or enrollment event logged in the event portal or bi-monthly report. Events can be in-person or virtual. (Note: office hours do not constitute events)
Paid Media	1	1 point earned per \$100 spent on advertising promoting Covered California enrollment
Earned Media	10	10 points earned per documented instance of earned media
Twitter	1	1 point earned per month wherein 4 tweets are published mentioning Covered California (via in-tweet "@CoveredCA" linked tagging) from an account with at least 1,000 followers <i>(Max 3 points per month per primary Grantee)</i>
Facebook	1	1 point earned per month wherein 2 posts are published mentioning Covered California (via in-post "@Covered California" linked tagging) <i>(Max 3 points per month per primary Grantee)</i>
Instagram	1	1 point earned per month wherein 2 posts are published mentioning Covered California (via in-post "@CoveredCA" linked tagging) <i>(Max 3 points per month per primary Grantee)</i>
LinkedIn	1	1 point earned per month wherein 2 posts are published mentioning

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		Covered California (via in-post "@Covered California" linked tagging) (Max 3 points per month per primary Grantee)
Outbound/Phone	3	3 points earned per outbound/phone event logged in the event portal or bi-monthly report. Events must be pre-approved by Covered California. Examples could be an outbound call campaign to generate new leads, or phone-bank to follow up on existing leads (Note: appointment follow-up calls do not constitute phone events.)
Unpaid/Other	Up to 10	Covered California program staff will determine points awarded on a case-by-case basis, not to exceed 10 points for the category in total each grant year. Covered California retains sole discretion to determine the number of points that can be awarded for each Unpaid/Other activity. (Maximum of 10 points for this category per grant year)

- i. Grantee with subcontractors may report on the activities of the subcontractors and will be awarded points for activities tracked. The Grantee is responsible to ensure that all activities are correctly logged in order to receive points. The social media categories with capped accruals are limited to the lead entity earning the specified point maximum regardless of which Grantee or its subcontractors (lead or sub) performs the activity.
- ii. Activities that fall under the Unpaid/Other category, such as Owned Media (defined as media or communication channels that the grantee has complete control over, such as billboards, newsletter, and websites), can be submitted for review by Covered California program staff. Program staff will review submissions on a case by case basis and if approved, will allocate points (from 1 to a maximum of 10) accordingly.

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- iii. Supporting documentation requirements for each activity may vary. Documentation for Unpaid/Other category will be determined on a case-by-case basis. Covered California retains sole discretion to determine what supporting documents are needed for each category and Grantee must provide the required documents in order to receive points.
- d. Support organizations that have identified target populations and enrollment opportunities for populations that are hard to reach, subsidy-eligible uninsured populations, and populations that face barriers to enrollment;
- e. Demonstrate an ability to effectively conduct outreach, education, renewal and enrollment assistance, and post-enrollment support activities.
- f. Assist consumers eligible for enrollment, renewal assistance and post-enrollment into a Covered California Health Insurance Plan; and
- g. Submit a Strategic Workplan and Campaign Strategy via the Certification Portal:
 - i. Within 30 days of after executing this Agreement, the Grantee shall submit a Strategic Workplan and Campaign Strategy for the initial term of this Agreement to Covered California for review and approval. The Strategic Workplan and Campaign Strategy shall include, but not be limited to, the following information:
 - 1. Outreach, Education, Enrollment, Post-Enrollment and Retention Support activities for the Grantee;
 - 2. Description of Activity;
 - 3. Frequency of Activity;
 - 4. Location;
 - 5. City;
 - 6. Zip Code;
 - 7. Date and Hours; and
 - 8. Comments (if necessary).
 - ii. Within 30 days after executing any amendment of this Agreement for an additional grant year, the Grantee shall submit a Strategic Workplan and Campaign Strategy for the additional

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grant year to Covered California for review and approval. The Strategic Workplan and Campaign Strategy shall be as described above in Section C(1)(g)(i) of this Exhibit.

2. Community Events

Grantee shall report all community outreach and education events that are open to the public to Covered California for the term of this Agreement. Grantee shall report its community events via the Certification Portal and the Event Portal. The Event Portal is a web portal located at CoveredCA.com that allows consumers to find local events to receive education and enrollment assistance. The Certification Portal is a web portal application where grantees are provided access to log in and manage their grant with Covered California. Grantee shall have access to the Event Portal and the Certification Portal to report its community events.

3. The Grantee shall perform and ensure all affiliated Certified Enrollment Counselors perform the following duties as applicable:

- a. Maintain expertise in eligibility, enrollment, and program specifications and conduct outreach and education activities to raise awareness about Covered California;
- b. Provide information and services in a fair, accurate and impartial manner, which includes providing information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including Qualified Health Plans (QHPs); and helping consumers make informed decisions during the health coverage selection process. Such information and services shall include assistance with all other insurance affordability programs (i.e., Medicaid and Children's Health Insurance Programs);
- c. Facilitate selection of a QHP;
- d. Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under section 2793 of the Public Health Service Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage;
- e. Comply with the privacy and security requirements in 45 C.F.R. § 155.260 and this Agreement;

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- f. Provide post-enrollment support to ensure successful enrollment and retention, including increasing health literacy, assisting with renewals, and educating consumers on how to avoid disenrollment for non-payment;
- g. Prior to receiving access to any consumer's personally identifiable information as defined in Section 6650, Title 10 of the California Code of Regulations, the Certified Enrollment Counselor shall:
 - i. Inform the consumer that the Certified Enrollment Counselor must obtain his or her authorization prior to accessing any personally identifiable information;
 - ii. Inform each consumer of the roles and responsibilities of the Certified Enrollment Counselor as set forth in Section 6664 (a)(1)-(5), (7), Title 10 of the California Code of Regulations;
 - iii. Obtain oral or written authorization from the consumer to access the consumer's personally identifiable information in accordance with the following:
 - 1) Written authorization shall contain a signature and a written attestation completed by the Certified Enrollment Counselor affirming under penalty of perjury that the Certified Enrollment Counselor:
 - a) Is a Certified Enrollment Counselor affiliated with a Certified Enrollment Entity as defined in Title 10, Chapter 12, Article 8, Section 6650, of the California Code of Regulations;
 - b) Conveyed all the information required under Title 10, Chapter 12, Article 8, Section 6650 to the consumer in a language and manner which he or she understands; and
 - c) Obtained written authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill the duties as described in Title 10, Chapter 12, Article 8, Section 6664, of the California Code of Regulations.
 - 2) Oral authorization shall be accompanied by a written attestation completed by the Certified Enrollment Counselor affirming under penalty of perjury that the Certified Enrollment Counselor:

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- a) Is a Certified Enrollment Counselor affiliated with a Certified Enrollment Entity as defined in Title 10, Chapter 12, Article 8, Section 6650, of the California Code of Regulations;
 - b) Conveyed all the information required under this subdivision to the consumer in a language and manner which he or she understands; and
 - c) Obtained oral authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill the duties as described in Title 10 Chapter 12, Article 8, Section 6664, of the California Code of Regulations.
- iv. Inform the consumer that the Certified Enrollment Counselor cannot choose a health insurance plan on the consumer's behalf;
 - v. Inform the consumer that the Certified Enrollment Counselor will provide the consumer with information regarding the health insurance options and insurance affordability programs for which he or she may be eligible;
 - vi. Inform the consumer that his or her personally identifiable information will be kept private and secure in accordance with § 45 C.F.R. 155.260;
 - vii. Inform the consumer that if the Certified Enrollment Counselor cannot assist the consumer, he or she will refer the consumer to another Certified Enrollment Counselor or the Covered California Call Center;
 - viii. Inform the consumer that the Certified Enrollment Counselor will not charge a fee in exchange for performing the duties described in this Agreement and in Title 10, Chapter 12, Article 8, Section 6664, of the California Code of Regulations;
 - ix. Inform the consumer that the assistance is based only on the information provided by the consumer, and if the information given is inaccurate or incomplete, the Certified Enrollment Counselor may not be able to offer assistance;
 - x. Inform the consumer that this authorization may be revoked at any time; and

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- xi. Maintain a record of such authorization for a minimum of ten (10) years. Records of authorization may be retained electronically.

 - h. Maintain a physical presence in the State of California so that face-to-face assistance can be provided to applicants and enrollees Covered California may waive the requirement to provide face-to-face assistance due to state and local ordinances (such as a stay-at-home order) that preclude or limit person-to-person interactions. Covered California may issue a Management Memorandum as authorized under Section H of this Exhibit to authorize Grantee to solely provide assistance over the phone or online until state and local ordinances allow in-person assistance;

 - i. Ensure that voter registration assistance is available as required under Title 10, Chapter 12, Article 4, Section 6462, California Code of Regulations;

 - j. Comply with any applicable federal or state laws and regulations;

 - k. Provide information regarding the process of filing Covered California eligibility appeals;

 - l. Provide referrals to licensed tax advisors, tax preparers, or other resources for assistance with tax preparation and tax advice related to consumer questions about the Covered California application and enrollment process, exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment, and premium tax credit reconciliations;

 - m. Inform each consumer that Certified Enrollment Entities and Certified Enrollment Counselors are not acting as tax advisors or attorneys when providing enrollment assistance and cannot provide tax or legal advice within their capacity as a Certified Enrollment Entity or Certified Enrollment Counselor; and

 - n. Provide targeted assistance to serve underserved or vulnerable populations, as identified by the Covered California, within the Covered California service area.
4. In response to the approval of the American Rescue Plan (ARP), and its impacts on the Affordable Care Act, Special Enrollment Period (SEP), federal premium subsidies, and eligibility, Covered California shall make a one-time supplemental ARP/SEP payment ("supplemental payment") to the Grantee.

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- a. Grantee will be paid a supplemental payment in the amount of \$0.00 (this represents 10 percent of Grantee's fiscal year 2020-21 core funding amount as listed in Section A(1)(C) of Exhibit B).
 - b. The supplemental payment amount must be used specifically for conducting targeted marketing and outreach efforts to eligible consumers in underserved populations of the hardest to reach Californians that are expected to be newly eligible for health insurance coverage.
 - i. Funds cannot be used for hiring staff, or defraying general operating costs.
 - ii. Funds must be completely expended by Grantee during the months of April, May and June of 2021.
 - iii. Grantee will detail its expenditure of funds as required by Section D(3) of Exhibit A.
 - c. Acceptable marketing and outreach activities, populations to target, and reporting standards applicable to the supplemental payment will be defined and communicated to Grantee by Covered California staff via Management Memo or Letter of Instruction, sent via email on or around April 15, 2021.
 - d. Covered California may recover any unspent supplemental payment from Grantee if such funds are not completely expended before June 30, 2021. Covered California will recover such funds through offsets to future payments or other means as necessary. Covered California may reduce future funding as a result of Grantee's failure to completely exhaust the funds as required by this Section.
5. Account Services and Regional Field Teams
- a. Covered California may periodically require Grantee to assist the Outreach and Sales Account Services and Regional Field Operations Teams with various activities. These activities include, but are not limited to, the following:
 - i. Strategy development;
 - ii. Collaboration with other Navigator Grantees and local stakeholders;
 - iii. Shared vision, goals and objectives of reaching Covered California eligible consumers; and
 - iv. Attend meetings and webinars when scheduled.
6. Enrollment and Renewal Milestones

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- a. The Minimum Enrollment Requirement for the term of this Agreement is 429 consumers with effectuated enrollment and renewal into a Covered California Health Insurance Plan.
 - b. The Performance Benchmark number for the term of this Agreement is 760 consumers with effectuated and renewal into a Covered California Health Insurance Plan. The Grantee will only receive a +\$30 payment per effectuated enrollment that exceeds the Performance Benchmark number. Payments for exceeding the Performance Benchmark number will be made in the final payment.
 - c. Newly eligible effectuated enrollments must be delegated to the Grantee, using the Navigator Certified Enrollment Entity Identification Number, in order to receive credit toward the Minimum Enrollment Requirement and Performance Benchmark.
 - d. Unless otherwise determined by Covered California, the following will not count toward the Grantee's Minimum Enrollment Requirement and Performance Benchmark:
 - i. Plan selection enrollment
 - ii. Assistance into the Medi-Cal Program
7. To ensure that information provided as part of any consumer assistance is culturally and linguistically appropriate to the needs of the population being served, including individuals with limited English proficiency as required by 45 CFR §§ 155.205(c)(2) and 155.210(e)(5), the Grantee shall:
- a. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in their service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs;
 - b. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary languages spoken;
 - c. Provide consumers with information and assistance in the consumer's preferred language, at no cost to the consumer, including the provision of oral interpretation of non-English languages and the translation of written documents in non-English languages when necessary or when requested by the consumer to ensure effective communication. Use of a consumer's family or friends as oral interpreters can satisfy the

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- requirement to provide linguistically appropriate services only when requested by the consumer as the preferred alternative to an offer of other interpretive services;
- d. Provide oral and written notice to consumers with limited English proficiency, in their preferred language, informing them of their right to receive language assistance services and how to obtain them;
 - e. Receive ongoing education and training in culturally and linguistically appropriate service delivery; and
 - f. Implement strategies to recruit, support, and promote a staff that is representative of the demographic characteristics, including primary languages spoken, of the communities in their service area.
8. To ensure that consumer assistance is accessible to people with disabilities, Grantee and its affiliated Certified Enrollment Counselors shall:
- a. Ensure that any consumer education materials, Web sites, or other tools utilized for consumer assistance purposes, are accessible to people with disabilities, including those with sensory impairments, such as visual or hearing impairments, and those with mental illness, addiction, and physical, intellectual, and developmental disabilities;
 - b. Provide auxiliary aids and services for individuals with disabilities, at no cost, when necessary or when requested by the consumer to ensure effective communication. Use of a consumer's family or friends as interpreters can satisfy the requirement to provide auxiliary aids and services only when requested by the consumer as the preferred alternative to an offer of other auxiliary aids and services;
 - c. When providing in-person assistance, ensure such assistance is provided in a location and in a manner that is physically and otherwise accessible to individuals with disabilities;
 - d. Ensure that authorized representatives are permitted to assist an individual with a disability to make informed decisions; and
 - e. Acquire sufficient knowledge to refer people with disabilities to local, state, and federal long-term services and supports programs when appropriate.
9. To ensure that no consumer is discriminated against, the Grantee and its affiliated Certified Enrollment Counselors shall provide the same level of

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service to all individuals regardless of age, disability, culture, sexual orientation, or gender identity and seek advice or experts when needed.

10. The Grantee shall ensure that its affiliated Certified Enrollment Counselors always wear the badge issued by Covered California when providing consumer assistance. Grantee may provide an electronic version of a badge when performing phone or online assistance.
11. The Grantee shall ensure that it and any affiliated Certified Enrollment Counselors never:
 - a. Have a conflict of interest as defined in Section F of this Exhibit;
 - b. Mail the paper application for the consumer;
 - c. Coach the consumer to provide inaccurate information on the application regarding income, residency, immigration status, and other eligibility rules;
 - d. Coach or recommend one plan or provider over another;
 - e. Accept any premium payments from the consumer;
 - f. Input any premium payment information on behalf of the consumer;
 - g. Pay any part of the premium or any other type of consideration to or on behalf of the consumer;
 - h. Induce or accept any type of direct or indirect remuneration from the consumer;
 - i. Intentionally create multiple applications from the same household, as defined in 45 C.F.R. § 435.603(f);
 - j. Invite, influence, or arrange for an individual whose existing coverage through an eligible employer-sponsored plan is affordable and provides minimum value, as described in 26 USC § 36B(c)(2)(C)) and in 26 C.F.R. § 1.36B-2(c)(3)(v) and (vi), to separate from employer-based group health coverage;
 - k. Refer a consumer to a specific insurance agent or specific set of insurance agents;
 - l. Provide gifts, including gift cards or cash or provide promotional items that market or promote the products or services of a third party, to any

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applicant or potential enrollee as an inducement for enrollment. The value of gifts provided to applicants and potential enrollees for purposes other than as an inducement for enrollment must not exceed nominal value, either individually or in the aggregate, when provided to that individual during a single encounter. The nominal value is equal to or less than \$15. Gifts of nominal value may not include beer, wine, liquor, cigarettes, tobacco, or lottery tickets. Gifts, gift cards, or cash may be provided for the purpose of providing reimbursement for legitimate expenses incurred by a consumer in effort to receive Covered California application assistance, such as, but not limited to, travel or postage expenses;

- m. Use Covered California funds to purchase gifts or gift cards, or promotional items that market or promote the products or services of a third party, that would be provided to any applicant or potential enrollee;
 - n. Solicit any consumer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a consumer to provide application or enrollment assistance without the consumer initiating the contact, unless the individual has a pre-existing relationship with the individual Certified Enrollment Counselor or Certified Enrollment Entity and other applicable State and Federal laws are otherwise complied with; Outreach and education activities may be conducted by going door-to-door or through other unsolicited means of direct contact, including calling a consumer; or
 - o. Initiate any telephone call to a consumer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual Certified Enrollment Counselor or Certified Enrollment Entity has a relationship with the consumer and so long as other applicable State and Federal laws are otherwise complied with.
12. The Grantee shall notify Covered California of every individual to be added or removed as an affiliated Certified Enrollment Counselor. Such notification shall include:
- a. Grantee's Name and Certified Enrollment Entity Number;
 - b. Name and signature of Grantee's Authorized Contact;
 - c. Name, e-mail, and primary phone number of the individual to be added or removed;

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- d. Effective date for the addition or removal of the individual; and
 - e. Sites that the individual will serve.
13. Grantee shall notify Covered California of any change in Contact information for Grantee or its affiliated Certified Enrollment Counselors.
14. Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of Covered California, or any other information as required by federal and State law or guidance, all staff, including employees, contract or subcontract personnel, vendors or volunteers who perform services under this Agreement must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, section 6456.
15. Training
- a. Prior to any of its affiliated Certified Enrollment Counselors carrying out any consumer assistance functions, the authorized contact, or designee, shall:
 - i. Complete management training for the Navigator Program administered by Covered California within 60 calendar days of notification of Grant award; and
 - ii. Ensure that all Certified Enrollment Counselors are prepared to serve Covered California individual market by completing the training and passing the certification exam administered by Covered California testing the subjects set forth in Title 10, Chapter 12, Article 8, Section 6660, of the California Code of Regulations.
 - b. Upon completion of management training, Grantee shall be registered as a Certified Enrollment Entity by Covered California and assigned a Certified Enrollment Entity number; and
 - c. Grantee shall ensure that affiliated Certified Enrollment Counselors do not perform any consumer assistance functions if more than twelve (12) months, or other time frame required by Covered California, have passed since the Certified Enrollment Counselor passed the certification exam administered by Covered California. Certified Enrollment Counselors must complete annual training as a condition to remaining certified with Covered California.

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16. The Grantee shall ensure compliance with performance standards, applicable laws and regulations, and quality service by:
- a. Cooperating with all mandated monitoring and evaluation activities, including, but not limited to, site visits by Covered California or its designee;
 - b. Establishing an internal system to monitor and evaluate the performance and compliance of personnel responsible for performing the activities contained within this Agreement, including subcontractors;
 - c. Conducting due diligence by monitoring the attitude, conduct, and professionalism of employees who perform activities included in this Agreement;
 - d. Immediately reporting instances of non-compliance with this Agreement or application laws and regulations, and developing plans for corrective action to Covered California;
 - e. Immediately reporting concerns related to conflicts of interest, fraud, or violations of program standards to Covered California; and,
 - f. Removing an individual from any of the activities within this Agreement should Covered California determine that he or she is in violation of applicable laws or regulations.

D. Performance Monitoring and Quality Assurance

1. The Grantee shall submit a Bi-Monthly Progress Report pursuant to the following schedule:

Bi-Monthly Progress Reports	
<u>Reporting Months</u>	<u>Report Due Date</u>
July – August	September 15
September – October	November 15
November – December	January 15
January – February	March 15

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March – April	May 15
May – June - Final	June 30

If the fifteenth of the month falls on a weekend or holiday, the report will be due the following business day.

The Bi-Monthly Progress Report should include, but is not limited to, the following information:

- a. Types of services provided to the consumer;
 - b. Types of outreach and education activities the Grantee performed;
 - c. Identification of successful educational, enrollment, renewal, and retention strategies; and,
 - d. Any barriers and/or technical difficulties that are preventing the Grantee from meeting their effectuated new and renewal enrollment requirements.
2. Covered California shall provide information to the Grantee on a monthly basis to assist the Grantee in monitoring its performance in meeting the Minimum Enrollment Requirements as defined Section C(6). This information shall include, but not be limited to the following:
- a. Total number of individuals assisted by the Grantee and affiliated Certified Enrollment Counselors;
 - b. Total number of individuals determined eligible for Medi-Cal and/or a Covered California Health Insurance Plan; and
 - c. Total number of individuals who effectuated enrollment into a Covered California Health Insurance Plan.
3. Grantee shall submit a Supplemental Funds Usage Report by no later than July 15, 2021.
- a. Supplemental Funds Usage Report must describe and list the populations targeted as well as the specific outreach, education, and marketing activities (along with with other data points as determined by Covered California) performed by the Grantee during the months of April, May, and June 2021. Covered California may request additional information from Grantee as necessary.

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- b. Supplemental Funds Usage Report will be separate from all other reporting requirements as required by this Agreement.
- c. The required format, method of submission, and any other requirements pertaining to the Report will be communicated to Grantees by Covered California in writing on or around April 15, 2021.

E. Compliance

Grantee hereby certifies that it will comply with Title 10, Chapter 12, Article 8, of the California Code of Regulations when performing services under this Agreement. Any change or failure in Grantee's ability to comply shall be reported immediately to Covered California.

F. Conflicts of Interests

- 1. Grantee hereby certifies that Grantee and all Certified Enrollment Counselors affiliated with Grantee:
 - a. Do not hold a license issued by the California Department of Insurance;
 - b. Do not employ, are not employed by, are not in a partnership with, and do not receive any remuneration arising out of functions performed under this Agreement from any individual or entity currently licensed by the California Department of Insurance; and
 - c. Are not:
 - i. Health insurance issuers or stop loss insurance issuers;
 - ii. Subsidiaries of health insurance issuers or stop loss insurance issuers;
 - iii. An association that include members of, or lobby on behalf of, the insurance industry; or
 - iv. Recipients of any direct or indirect consideration from any health insurance issuer or stop loss insurance issuer in connection with the enrollment of any individuals or employees in a Covered California Health Plan or non-Covered California Health Plan.
- 2. Grantee and affiliated Certified Enrollment Counselors shall submit to a written attestation that the entity or individual:

EXHIBIT A
Scope of Work

- a. Is not a health insurance issuer or issuer of stop loss insurance;
 - b. Is not a subsidiary of a health insurance issuer or issuer of stop loss insurance;
 - c. Is not an association that includes members of, or lobbies on behalf of, the insurance industry; and
 - d. Will not receive any consideration directly or indirectly from any health insurance issuer or issuer of stop loss insurance in connection with the enrollment of any individuals or employees in a QHP or non-QHP.
3. Grantee and affiliated Certified Enrollment Counselors shall provide information to consumers about the full range of Covered California Health Plan options and insurance affordability programs for which they are eligible.
4. Grantee and affiliated Certified Enrollment Counselors shall disclose the following non-prohibited conflicts of interest to Covered California. Any changes to these disclosures must be reported to Covered California within 10 business days. In addition, Grantee shall disclose the following non-prohibited conflicts of interest in plain language to each consumer who receives application assistance:
- a. Any lines of insurance business, not covered by the restrictions on participation and prohibitions on conduct in Section F of this Exhibit which Grantee intends to sell while carrying out the consumer assistance functions;
 - b. Any existing employment relationships, or any former employment relationships within the last five years, with any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance, including any existing spouse or domestic partner and any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance; and
 - c. Any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance.
5. Grantee certifies that it has a written plan to remain free of conflicts of interest while carrying out consumer assistance functions under this

EXHIBIT A
Scope of Work

Agreement. This plan shall be made available upon request to Covered California.

6. This Section shall prevail over any conflicting provisions in this Agreement, including, but not limited to, Exhibit C.

G. Consumer Messaging

1. Grantee agrees to comply with the Covered California's branding guidelines as set forth in Exhibit E.
2. Covered California shall provide the Grantee with collateral materials in limited quantities, free of charge. Grantee shall:
 - a. Order collateral materials from Covered California; and
 - b. Maintain adequate supply levels of collateral materials at all times.

H. Management Memorandums

Covered California shall provide additional instructions and clarifications to the requirements in this Agreement through Management Memorandums. These Management Memorandums will not impose any additional requirements outside of the Agreement or Supersede this Agreement in any way. Covered California may issue Management Memorandums to temporarily modify specific provisions of this Agreement to accommodate state and local ordinances (such as a stay-at-home order) that limit how Grantee performs services under this Agreement.

The Grantee is expected to follow the Management Memorandums and ensure compliance by all affiliated Certified Enrollment Counselors where applicable. Covered California may incorporate new requirements into this Agreement through an amendment.

I. Program Representative

The representative for this project, during the term of this Agreement, shall be:

Covered California
Attn: Eli White,
Account Services Section Manager
1601 Exposition Boulevard
Sacramento, CA 95815

EXHIBIT B
Budget Detail and Payment Provisions

A. Payments:

1. The funding amount payable under this Agreement is set at \$278,240.00 and will be adjusted based on performance measures specified in Section C(6) of Exhibit A.
 - a. Final funding payment for Fiscal Year (FY) 2019-20 is \$50,000.00
 - b. Core Funding amount payable for FY 2020-21 is \$78,240.00
 - c. Supplemental payment is \$0.00
 - d. Core Funding amount payable for FY 2021-22 is \$75,000.00
 - e. Core Funding amount payable for FY 2022-23 is \$75,000.00
2. On a monthly basis, Covered California shall review the Grantee's performance in meeting the Scope of Work in Exhibit A and the Minimum Enrollment Requirement identified in Section C(6) of Exhibit A.
3. Upon meeting the applicable requirements outlined in this Agreement, the Grantee shall submit a payment request based on the timeline described in Section A(4), Exhibit B. Payment requests submitted prior to these timelines will be returned to the grantee unprocessed. Covered California will make a good faith effort to process payment requests and issue any payment owed as quickly as possible.
 - a. Payment requests shall include both the core funding and the targeted area pilot outreach, if applicable.
 - b. Payment request processing by Covered California is contingent upon Grantee's submission of the Bi-Monthly Progress Report as required by Section D of Exhibit A.
4. The final core funding payment will be adjusted based on the enrollment and renewal milestones outlined in Section C(6) of Exhibit A. Grantee will receive an additional \$30.00 per effectuated consumer that exceeds the Performance Benchmark number of 760.

The FY 2022-23 Performance Benchmark number represents the higher of either 2021-22 productivity (as of 5/31/22) or the 2022-23 Minimum Enrollment Requirement, plus an additional 10% increase.

Grantee will have the final core funding payment reduced by \$30.00 per effectuated consumer that falls short of the Minimum Enrollment Requirement number of 429 as outlined in Section C(6) of Exhibit A.

EXHIBIT B
Budget Detail and Payment Provisions

- a. For example, the Grantee’s Minimum Enrollment Requirement is 286 for the grant amount of \$50,000. The Grantee’s bonus effectuated Performance Benchmark number—that is, the point at which per-effectuation bonus payments would begin—would be 315 effectuations (added 286 x 10%). If the May 31, 2021 Navigator Productivity Report shows that the Grantee effectuated 345 enrollments, the Grantee exceeded the assigned effectuated enrollment Performance Benchmark number by 30; and the Grantee’s final payment will be increased by \$900. In contrast, if the May 31, 2021 Navigator Productivity Report shows that the Grantee effectuated 276 enrollments, which is 10 effectuated enrollments short of the Minimum Enrollment Requirement of 286, the Grantee’s final payment will be decreased by \$300.

<u>Annual Timeline</u> For each grant year	<u>Payment</u>	<u>% of Award Paid To-Date</u> <u>(Core Funding)</u>
September 1-15*	\$15,000	20%
November 1-15	\$15,000	40%
January 1-15	\$15,000	60%
March 1-15	\$15,000	80%
May 1-15	\$15,000 or \$7,500	90%-100%**
Final Payment: Performance-Based***		
June 1-15	*** \$7,500	Performance or **10%

*The first payment of each grant year is contingent upon Grantee’s execution of the amendment to the Navigator Program Agreement; submission of a Strategic Workplan and Campaign Strategy to Covered California as outlined in Section C of Exhibit A; and an active account in the Certification Portal.

5. **The fifth payment amount is contingent upon the Grantee meeting the Minimum Enrollment Requirement outlined in the Agreement. When

EXHIBIT B

Budget Detail and Payment Provisions

submitting the fifth payment, the Grantee has the option of requesting the final 20% or 10% of the core funding based on the Grantee's enrollment productivity.

- a. If the Grantee meets the Minimum Enrollment Requirement number as outlined in Section C(6) of Exhibit A, a payment request may be submitted for the final 20% of the core funding.
 - b. If the Grantee has not met the Minimum Enrollment Requirement by the due date of the fifth payment request, or by the due date of the sixth request, the grantee may request 10% of the core funding so long as the Grantee has reached the minimum productivity requirement of 179 enrollments.
 - c. The fifth and sixth payment may be reduced by \$30 per effectuation short of the Minimum Enrollment Requirement.
 - i. All payment requests will be reviewed and approved by the Account Representative and the Program Manager using the productivity report generated by the Outreach and Sales Division prior to submitting for payment to State Controller's Office (SCO).
 - ii. Account Representatives will obtain and review the Grantee's enrollment effectuations throughout the term of the Agreement, including the Performance Benchmark numbers.
 - iii. If the Grantee has earned the amount being requested on the payment request, the Account Representative will approve the request.
 - iv. If the Grantee has not reached the Minimum Enrollment Requirement, the Account Representative will deny and return the request to the Grantee for resubmission. The Account Representatives will be working closely with each Grantee to ensure the payment request amounts are correct and the Grantees are not overpaid or underpaid.
6. ***The sixth payment will be an adjusted payment for the final enrollment effectuations under the core funding and/or Performance Benchmark numbers. Effectuations over the Performance Benchmark number as of June 30th will be calculated and included with the June payment request.

EXHIBIT B
Budget Detail and Payment Provisions

The Grantee may submit an additional payment request for the remaining 10% core funding after the June 30 contract closeout for additional effectuated enrollments up to the Minimum Enrollment Requirement outlined in Section C(6) of Exhibit A. See Section A of Exhibit B of this agreement that explains the payment condition

7. Covered California shall provide Grantee with a Navigator Productivity Report each month that details consumer application statuses. If the monthly Navigator Productivity Report is unavailable or delayed for any reason, Covered California will provide the Grantee with a year-to-date cumulative productivity report that covers the missed reporting period. If the Grantee believes the productivity report is inaccurate, the Grantee may submit a **Navigator Payment Reconciliation Form** located on the Covered California website at: <https://hbex.coveredca.com/navigator-program/>
8. Grantee may submit the payment request for the supplemental payment on or before April 15, 2021, as noted in the timeline in Section A(4) of Exhibit B.
9. Covered California may recover any unspent supplemental payment from Grantee if such funds are not completely expended before June 30, 2021. Covered California will recover such funds through offsets to future payments or other means as necessary. Covered California may reduce future funding as a result of Grantee's failure to completely exhaust the funds as required by Exhibit A.

B. Qualified Health Plan (QHP) Assessment Contingency Clause:

If the collection of fees assessed from QHPs are collectively not sufficient to provide the funds for this program, Covered California shall have the option to either cancel this Agreement with no liability occurring to Covered California or offer an agreement amendment to the Contractor to reflect the reduced amount.

C. Prompt Payment Clause:

Payment shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

D. Closeout:

1. Within 30 days after the Agreement terminates or expires, the Grantee shall submit all financial, performance, and other reports required by this

EXHIBIT B
Budget Detail and Payment Provisions

Agreement to Covered California. Upon request by the Grantee, Covered California may extend the timeframe to provide reports. Required closeout reports may include, but are not limited to:

- a. Final performance or bi-monthly progress report
- b. Final request for payment
- c. Supplemental Funds Usage Report

E. Final Billing

Payment requests for services must be received by the State within 30 days following each state fiscal year, or 30 days following the end of the agreement term, whichever comes first. The final payment request must include the statement "Final Billing."

F. Non-resident Tax Withholdings:

Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California shall have seven percent of their total payments withheld for state income taxes. No withholding is required, however, if total payments to the payee are \$1,500 or less for the calendar year.