

35336

AGREEMENT NUMBER 19-N-11
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Covered California

CONTRACTOR'S NAME

City of Long Beach Department of Health and Human Services

2. The term of this

Agreement is: July 1, 2019 through June 30, 2020

3. The maximum amount

\$50,000.00

of this Agreement is:


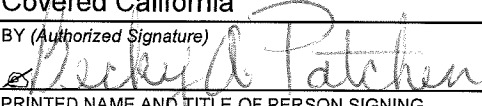
Fifty thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	20 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C – General Terms and Conditions	17 Pages
Exhibit D - Privacy Addendum	13 Pages
Exhibit E - Marketing and Branding Guidelines	6 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
City of Long Beach Department of Health and Human Services		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	7/30/19	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Patrick West City Manager		
ADDRESS		
2525 Grand Ave, Long Beach, CA 90815		
STATE OF CALIFORNIA EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER		
AGENCY NAME		
Covered California		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	8/2/19	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Becky Patchen, Deputy Director, Administrative Services		
ADDRESS		
1601 Exposition Blvd, Sacramento, CA 95815		

Exempt per:
**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."

The term of this Agreement is July 1, 2019, through June 30, 2020.

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.

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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 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 consumer into a Covered California Health Insurance Plan, including plan selection and payment of the first month's premium.
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 (l) in accordance with subdivision (i) of Section 1311 of the federal act and 45 C.F.R.155.210.

C. Scope of Work

This 2019-2021 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;

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- c. Participate in, track, and report outreach activities throughout the grant award year to meet 50 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:

Category	Point(s) Earned	Qualifying Activity
Events	3	1 point earned per education or enrollment event logged in the event portal or bi-monthly report (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 1 point 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 1 point 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 1 point per month per primary Grantee)</i>

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LinkedIn	1	1 point earned per month wherein 2 posts are published mentioning Covered California (via in-post "@Covered California" linked tagging) (Max 1 point per month per primary Grantee)
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- 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.
- 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:
 - 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;

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5. City;
6. Zip Code;
7. Date and Hours; and
8. Comments (if necessary).

2. **Targeted Area Pilot Funding:** *[applicable only if grantee received the additional grant funds for the Targeted Area Pilot Funding.]*
 In addition to core funding, Grantee shall support the geographic and target populations within four distinct areas of opportunity spanning 37 zip codes listed in **Table 1 – Targeted Areas** that are currently outside a 15-minute drive time to a current Covered California certified enrollment counselor-based enrollment assistance location. The four distinct areas will be referred to as meta-regions.

Table 1 - Targeted Areas

Zip Code	County	Census Pop. 2017	Region
93505	Kern	13,445	Greater Yosemite
93516	Kern	2,425	Greater Yosemite
93546	Mono	9,346	Greater Yosemite
93602	Fresno	4,284	Greater Yosemite
93651	Fresno	1,743	Greater Yosemite
93667	Fresno	2,877	Greater Yosemite
95223	Calaveras	3,004	Greater Yosemite
95228	Calaveras	4,452	Greater Yosemite
95321	Tuolumne	3,118	Greater Yosemite
95389	Mariposa	1,397	Greater Yosemite
Greater Yosemite Total		46,091	
92242	San Bernardino	1,209	San Bernardino County
92310	San Bernardino	9,053	San Bernardino County
92315	San Bernardino	5,255	San Bernardino County
92339	San Bernardino	1,295	San Bernardino County
92363	San Bernardino	5,384	San Bernardino County
92372	San Bernardino	6,228	San Bernardino County
92386	San Bernardino	2,004	San Bernardino County
92397	San Bernardino	4,457	San Bernardino County
San Bernardino County Total		34,885	
96025	Siskiyou	2,008	North of Redding
96041	Trinity	2,869	North of Redding
96052	Trinity	1,440	North of Redding
96057	Siskiyou	1,345	North of Redding
96067	Siskiyou	6,991	North of Redding

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Zip Code	County	Census Pop. 2017	Region
96093	Trinity	4,011	North of Redding
96101	Modoc	5,528	North of Redding
96113	Lassen	2,078	North of Redding
North of Redding Total		26,270	
95426	Lake	1,531	Sierra Foothills
95602	Placer	18,517	Sierra Foothills
95631	Placer	6,638	Sierra Foothills
95703	Placer	1,033	Sierra Foothills
95722	Placer	4,791	Sierra Foothills
95919	Yuba	1,209	Sierra Foothills
95962	Yuba	1,157	Sierra Foothills
95971	Plumas	5,913	Sierra Foothills
96103	Plumas	1,445	Sierra Foothills
96118	Sierra	1,767	Sierra Foothills
96122	Plumas	3,629	Sierra Foothills
Sierra Foothills Total		47,630	

- a. Submit a Targeted Area Pilot Outreach Strategic Workplan and Campaign Strategy:
 - i. Within 30 days of after executing this Agreement, the Grantee shall submit a Targeted Area Pilot Outreach Strategic Workplan and Campaign Strategy for the initial term of this Agreement to Covered California for review and approval. The Targeted Area Pilot Outreach Strategic Workplan and Campaign Strategy shall include, but not be limited to, the following information:
 1. Outreach strategy specific to the meta-region submitted and approved by Covered California. If substantial changes occur after the start of the contract, a revised Strategic Workplan and/or Campaign Strategy must be submitted for review and approval.
 2. Outreach, Education, Enrollment, Post-Enrollment and Retention Support activities for the Grantee;
 3. Targeted Outreach Pilot Description of Activity;
 4. Frequency of Activity;
 5. Location;
 6. City;
 7. Zip Code;

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8. Date and Hours
 9. Other Comments.
3. 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 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. Grantee shall have access to the Event Portal to report its community events.
4. 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;
 - f. Provide post-enrollment support to ensure successful enrollment and retention, including increasing health literacy, assisting with renewals,

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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:
 - a) Is a Certified Enrollment Counselor affiliated with a Certified Enrollment Entity as defined in Title 10,

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

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- h. Maintain a physical presence in the State of California so that face-to-face assistance can be provided to applicants and enrollees;
 - 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.
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.

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6. Enrollment and Renewal Milestones
 - a. The goal for the term of this Agreement is 286 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 335 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 June 2020 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 effectuated enrollment goals.
 - d. Unless otherwise determined by Covered California, the following will not count toward the Grantee's goals:
 - 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

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- 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 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. Provide assistance to consumers 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.

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9. To ensure that no consumer is discriminated against, the Grantee and its affiliated Certified Enrollment Counselors shall provide the same level of 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.
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;

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- c. Name, e-mail, and primary phone number of the individual to be added or removed;
 - 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

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(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.

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 applicable 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.

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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 2019	September 15, 2019
September – October 2019	November 15, 2019
November – December 2019	January 15, 2020
January – February 2020	March 15, 2020
March – April 2020	May 15, 2020

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 enrollment/renewal goals.
 - e. If applicable, add specific work performed for the Targeted Area Pilot Funding.
2. Covered California shall provide information to the Grantee on a monthly basis to assist the Grantee in monitoring its performance in meeting the enrollment and renewal goal 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;

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- 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.

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:

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- 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.

The Grantee is expected to follow the Management Memorandums and ensure compliance by all affiliated Certified Enrollment Counselors where applicable. Any new requirements to the provisions of this Agreement would be completed through an Amendment.

I. Program Representative

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

Covered California
Attn: Jamie Yang,
Chief of Sales Distribution Channels
Outreach and Sales Division
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 \$50,000.00 and will be adjusted based on performance measures specified in Section C(6) of Exhibit A.
2. On a monthly basis, Covered California shall review the Grantee's performance in meeting the Scope of Work in Exhibit A and the effectuated enrollment goals 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(6), 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.
4. The final 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 335 performance benchmark number. This represents the higher of 2018-19 productivity as of 5/31/19 or the 2019-20 goal, plus an additional 17% increase due to the reinstatement of the individual mandate penalty and the addition of State Subsidies to aid in the enrollment of more consumers. Grantee will have the final payment reduced by \$30.00 per effectuated consumer that fall short of 286 Exhibit A GOAL.
 - a. For example, the Grantee assigned effectuated goal is 286 for the grant amount of \$50,000 and a bonus effectuated enrollment performance benchmark number is 320* ($286 \times 17\% + 286 = 335$). The May 31, 2020 Navigator Productivity Report shows that the Grantee has exceeded the assigned bonus effectuated enrollment benchmark number by 10 effectuated enrollments, which is 345, the Grantee's final payment will be increased by \$300.00. If the May 31, 2020 Navigator Productivity Report shows that the Grantee is 10 effectuated enrollments short of the assigned effectuated enrollment goal of 286, which is 276, the Grantee's final payment will be decreased by \$300.00.

**EXHIBIT B
 Budget Detail and Payment Provisions**

<u>Timeline</u>	<u>Payment</u>	<u>% Paid of Award</u>
September 1-10, 2019*	\$10,000.00	20%
November 1-10, 2019	\$10,000.00	40%
January 1-10, 2020	\$10,000.00	60%
March 1-10, 2020	\$10,000.00	80%
Final Payment: Performance-Based**		
May 1-30, 2020	\$10,000.00	100%

*The first payment date is contingent upon the execution of the Grantee's Navigator Program Agreement and the Strategic Workplan and Campaign Strategy received and approved by Covered California as outlined in Section C of Exhibit A.

**The final payment amount is contingent on the Grantee's effectuated enrollment goal number. See Section A of Exhibit B of this agreement that explains the payment conditions.

5. Once a month, Covered California shall provide Grantee with a Navigator Productivity Report that details consumer application statuses. 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/> .

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:

EXHIBIT B
Budget Detail and Payment Provisions

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

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.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

A. APPROVAL

This Agreement is of no force or effect until signed by both parties.

B. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of Covered California in the form of a formal written amendment.

C. AMENDMENT

This Agreement may be amended by mutual consent of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

D. AUDIT

Contractor agrees that the awarding department ("Covered California") and the Bureau of State Audits, Health and Human Services, or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of ten years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include the same right of Covered California to audit records and interview staff in any subcontract related to performance of this Agreement (45 C.F.R. sec. 155.1210, Gov. Code sec. 8546.7, Pub. Contract Code sec. 10115 et seq., Cal. Code Regs, Title 2, sec. 1896).

E. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless Covered California, its officers, trustees, agents and employees from any and all claims, losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees, which:

EXHIBIT C
(Standard Agreement)

1. Arise out of or are due to, or are alleged to arise out of or be due to, a breach by the Contractor of any of its representations, warranties, covenants or other obligations, implied or express, contained in this Agreement, or
2. Are caused by or result from, or are alleged to arise out of or result from, the Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or
3. Accrue or result, or are alleged to accrue or result, to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement, or
4. Arise out of or are due to, or are alleged to arise out of or be due to, any claim or allegation of infringement, misappropriation or violation of any patent, copyright, trademark, trade secret, domain name or other intellectual property right comprising or involving any of the subject inventions, prior inventions or other inventions provided in any way by Contractor and used, reproduced or otherwise exploited by Covered California in connection with any of the Agreement programs or any turnover thereof; or
5. Arise out of or are due to, or are alleged to arise out of or be due to, any violation of applicable security or privacy laws, or any other applicable laws, by Contractor or any subcontractor or agent under Contractor's control.

If and to the extent that the Contractor has knowledge of a claim that it believes may develop into an action that would be subject to this Agreement, the Contractor shall promptly notify Covered California of the claim.

Right to Tender or Undertake Defense. If Covered California is named a party in any judicial, administrative, or other proceeding arising out of or in connection with a breach of this Agreement or a matter for which the Contractor is obligated to indemnify Covered California under this Agreement, then Covered California will have the option at any time to either (i) tender its defense to Contractor, in which case Contractor will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered California's interests at Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Contractor will be responsible for and shall pay reasonable fees and expenses of such attorneys, consultants, and other appropriate professionals. If Covered California elects option (ii), above, the Contractor shall be afforded a

EXHIBIT C
(Standard Agreement)

reasonable opportunity to participate in the defense and attend the legal proceedings at its own expense. However, Covered California shall have sole control of the defense.

Right to Control Resolution. Notwithstanding that Covered California may have tendered its defense to the Contractor, neither party shall settle, compromise or resolve any claims, causes of action, liabilities or damages against Covered California without the consent of the other party, which consent shall not be unreasonably withheld. Any such resolution will not relieve the Contractor of its obligation to indemnify Covered California.

F. DISPUTES

Disputes shall be administered in accordance with the procedures outlined in this section. During any dispute, Contractor will continue with the responsibilities under this Agreement, unless directed otherwise by Covered California in writing. Contractor cannot dispute Covered California's decision to terminate this Agreement without cause.

Disputes must follow the following procedures:

1. The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute cannot be resolved informally, Contractor shall submit a written dispute notice to Covered California's Project Representative within 15 calendar days after the date of the action causing the dispute or following the failure of informal resolution. The written dispute notice shall contain the following information:
 - a. The decision or issue or actions under dispute;
 - b. The reason(s) Contractor believes the decision or position taken by Covered California is in error (if applicable, reference pertinent contract provisions);
 - c. Identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. The dollar amount in dispute, if applicable.
2. Within 15 calendar days after receipt of the dispute notice, Covered California Project Representative shall issue a written decision regarding the dispute. The written decision shall respond to all relevant points in the dispute notice and include the following information:

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(Standard Agreement)

- a. A description of the dispute;
 - b. A reference to pertinent contract provisions, if applicable;
 - c. A statement of the factual areas of agreement or disagreement; and
 - d. A statement of the representative's decision with supporting rationale.
3. If the Contractor is not satisfied with the decision of Covered California Project Representative, the Contractor may, within 15 calendar days of the date of Covered California Project Representative's decision, submit a written appeal to Covered California Executive Director. The Executive Director, or his/her designee shall issue a final decision on the dispute within 30 calendar days after the date of receipt of the Contractor's written appeal. If the Executive Director, or his/her designee fails to render a final decision within 30 calendar days after receipt of Contractor's written appeal, it shall be deemed a final decision adverse to the Contractor's contentions. The Executive Director's, or his/her designee's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 30 calendar days following the date of the final decision.
4. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of goods or providing of services in accordance with Covered California's instructions. Contractor's failure to diligently proceed in accordance with Covered California's instructions shall be considered a material breach of this Agreement.

G. TERMINATION FOR CAUSE

Covered California may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise agreed to by Covered California in writing. Such right of termination shall be without prejudice to any other remedies available to Covered California. Upon receipt of any notice terminating this Agreement, the Contractor shall immediately discontinue all activities affected, unless the notice directs otherwise, and Covered California may proceed with the work in any manner deemed proper by Covered California. In such event, Covered California shall pay the Contractor only the reasonable value of the services rendered, and all costs to Covered California shall be deducted from any sum due the Contractor.

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(Standard Agreement)

Covered California may, at its sole discretion, offer an opportunity to cure any breach prior to terminating for default.

H. TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by Covered California upon 180~~30~~ calendar days' written notice to the Contractor.

I. TERMINATION FOR LATE COMMENCEMENT OF PERFORMANCE

Notwithstanding any other provision of this Agreement, if Contractor fails to commence performance by the date set forth in this Agreement, unless a later date is mutually agreed upon, Covered California, in its sole discretion, may terminate the Agreement upon five (5) days written notice to the Contractor.

In the event that Covered California exercises its termination right under this section due to Contractor's failure to perform, Covered California may procure supplies or services similar to those so terminated. Should that occur, Contractor shall be liable to Covered California for any excess costs for such similar supplies or services, subject to any limitations in law or set forth in this Agreement.

J. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Covered California except for purposes of Civil Code section 1798.24.

K. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste, as defined in the Public Contract Code section 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code section 12209. Contractor may certify that the product contains zero recycled content.

L. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass, or

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(Standard Agreement)**

allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (over 40), marital status, and use of family and medical care leave pursuant to State or federal law.

Contractor and subcontractors, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code sec. 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (Title 2, Cal. Code of Regs. sec. 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

M. CONTRACTOR CERTIFICATION CLAUSES AND CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

The Contractor Certification Clauses and California Civil Rights Law Certification (hereinafter referred to as the "Contractor Certification Form") are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto. Covered California shall provide Contractor with the Contractor Certification Form and Contractor shall execute the Contractor Certification Form before commencing any work under this Agreement. Contractor certifies that it is in compliance and will remain in compliance with all clauses as set forth in the Contractor Certification Form.

N. TAX DELINQUENCY

Contractor acknowledges that prior to executing any contract, Contractor will obtain written verification from the Franchise Tax Board (FTB) and the Board of Equalization (BOE) that Contractor is not identified as tax delinquent. Contractor also acknowledges that the continuation of this contract is contingent upon maintaining good standing with FTB and BOE. Should the tax status of

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Contractor change with respect to either of these state agencies, Contractor must notify the Covered California immediately.

O. TIMELINESS

Time is of the essence in this Agreement.

P. COMPENSATION

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

Q. GOVERNING LAW

This Agreement shall be administered, construed, and enforced according to the laws of the State of California without regard to any conflict of law provisions to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in the State or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

R. ANTITRUST CLAIMS

By signing this Agreement, the Contractor hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code sections set out below.

1. The Government Code chapter on antitrust claims contains the following definitions:

- a. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the attorney general may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code.
- b. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code sec. 4550.)

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2. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. sec. 15) or under the Cartwright Act, Chapter 2 (commencing with sec. 16700) of Part 2 of Division 7 of the Bus. & Prof. Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code sec. 4552.)
3. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code sec. 4553.)
4. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code sec. 4554.)

S. CHILD SUPPORT COMPLIANCE ACT

In accordance with the Child Support Compliance Act:

1. The Contractor acknowledges the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with sec. 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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(Standard Agreement)

T. SEVERABILITY

If any provision in this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision in this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

U. UNION ORGANIZING

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement and agrees to the following:

1. Contractor will not assist, promote or deter union organizing by employees performing work on a State service contract, including a public works contract.
2. No State funds received under this Agreement will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and Contractor shall provide those records to the attorney general upon request.
5. Contractor will be liable to the State for the amount of any funds expended in violation of the requirements of government.

V. DOMESTIC PARTNERS

Notwithstanding any other provision of law, no State agency may enter into any contract for the acquisition of goods or services in the amount of \$100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and

**EXHIBIT C
(Standard Agreement)**

employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

W. LEGAL SERVICES REQUIREMENTS

For all contracts that provide legal services:

1. The Contractor shall agree to adhere to legal cost and billing guidelines designated by Covered California.
2. The Contractor shall adhere to litigation plans designated by Covered California.
3. The Contractor shall adhere to case phasing of activities designated by Covered California.
4. The Contractor shall submit and adhere to legal budgets as designated by Covered California.
5. The Contractor shall maintain legal malpractice insurance in an amount not less than the amount designated by Covered California.
6. The Contractor shall submit to legal bill audits and law firm audits if requested by Covered California. The audits may be conducted by employees or designees of Covered California or by any legal cost control providers retained by Covered California for that purpose.

X. MINIMUM PRO-BONO CERTIFICATION

For all contracts over \$50,000 that provide legal services, the Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the less of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXHIBIT C
(Standard Agreement)

Y. PRIORITY HIRING CONSIDERATIONS FOR RECIPIENTS OF AID

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California, and does not require the employment of unqualified recipients of aid.

Z. CERTIFICATION REGARDING LOBBYING

Applicable to grants, sub-grants, cooperative agreements, and contracts exceeding \$100,000 in federal funds.

1. For agreements with contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from Covered California to perform services. By signing this Agreement, the Contractor certifies that to the best of his or her knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding

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(Standard Agreement)**

\$100,000 in federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, United States Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

AA. COMPUTER SOFTWARE COPYRIGHTS

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

BB. EXECUTIVE COMPENSATION REPORTING

To the extent applicable, pursuant to 2 Code of Federal Regulations Part 170, certain sub-recipients of federal awards that in the previous fiscal year received 80 percent or more of their annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 Code of Federal Regulations section 170.320 (and sub-awards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act (and sub-awards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. sec. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986, the sub-recipient must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year.

CC. SUBCONTRACTORS

Applicable to agreements in which the Contractor subcontracts out a portion of the work. Nothing contained in this Agreement or otherwise shall create any contractual relationship between Covered California and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to Covered California for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons

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directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of Covered California to make payments to the Contractor. As a result, Covered California shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

DD. INSURANCE REQUIREMENTS

When Contractor submits a signed contract to Covered California, Contractor shall furnish to Covered California a certificate of insurance stating that there is:

1. General liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined; and
2. Automobile liability, including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement. The certificate of insurance will include provisions (a), (b), and (c), below, in their entirety:
 - a. That the insurer will not cancel the insured's coverage without 30 calendar days' prior written notice to Covered California.
 - b. That Covered California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
 - c. That Covered California will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the general and automobile liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least 30 calendar days' prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of Covered California, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, Covered California may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

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The Contractor shall require its subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability and automobile liability including non-owned auto liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and Covered California harmless. The subcontractors'/vendors' certificate of insurance shall also have the Contractor, not the State, as the certificate holder. Covered California shall be listed as an additional insured on all subcontractors' or vendors' Certificates(s) of Insurance. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.

Covered California will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

By signing this Agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

EE. INTELLECTUAL PROPERTY RIGHTS

1. All deliverables as defined in Exhibit A, Scope of Work, originated or prepared by the Contractor pursuant to this Agreement, including papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall, upon delivery and acceptance by Covered California, become the exclusive property of Covered California and may be copyrighted by Covered California.
2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this Agreement shall be the property of Covered California.
3. This Agreement shall not preclude the Contractor from developing materials outside this Agreement which are competitive, irrespective of their similarity to materials which might be delivered to Covered California pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.

FF. CONFIDENTIALITY

The Contractor agrees to protect the personal information of all Covered California consumers and employees by following applicable federal and State privacy and security requirements.

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Contractor acknowledges that by contracting with Covered California, Contractor waives any reasonable expectation of privacy in the contract information, name, and signature provided herein.

All financial, statistical, personal, technical, and other data and information related to Covered California's operations that are not publicly available and that become available to Contractor shall be protected by Contractor during or after its relationship with Covered California from unauthorized use and disclosure. Contractor agrees that Contractor shall not use any confidential information for any purpose other than carrying out the provisions of the Agreement.

Confidential information includes, but is not limited to, all non-public information, including proprietary information, of Covered California including without limitation: the deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including Covered California's software; support materials; information regarding Covered California's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning Covered California's finances, contracts, services, or personnel.

At the conclusion of its relationship with Covered California, Contractor shall return any and all records or copies of records relating to Covered California, or its business, or its confidential information. Contractor shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of Covered California. Contractor agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

This provision not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. Contractor will report to Covered California any and all unauthorized disclosures of confidential information. Contractor acknowledges that any publication or disclosure of confidential information to others may cause immediate and irreparable harm to Covered California, and if Contractor should publish or disclose confidential information to others, Covered California shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without posting a bond.

EXHIBIT C
(Standard Agreement)

GG. RESUMES

Resumes of personnel the Contractor will use to provide services under this Agreement are included as **Exhibit C– Attachment 1**, and made a part herein by this reference. Contractor understands that the contents of any resume provided shall become public records.

HH. WAIVER OF BREACH

The waiver by Covered California of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

II. CONTRACTOR LIMITATIONS

Contractor acknowledges that in governmental contracting even the appearance of a conflict of interest is harmful to the interest of the State. Thus, Contractor agrees to refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with Contractor's fully performing his/her obligations to the State under the terms of this Agreement. Contractor shall inquire about and require disclosure by its staff and subcontractors of all activities that may create an appearance of conflict. In the event that Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, Contractor shall submit to Covered California Project Manager a full disclosure statement setting forth the relevant details of any activity which the Contractor reasonably believes may have the appearance of a conflict of interest for Covered California's consideration and direction. Failure to promptly submit a disclosure statement setting forth the relevant details for Covered California consideration and direction shall be grounds for termination of this Agreement.

JJ. STATEMENT OF ECONOMIC INTERESTS

The Contractor understands that the Contractor's key staff (defined for purposes of this Section as those individuals who fall within the definition of "consultant" pursuant to 2 CCR section 18700.3(a)) performing work under this Agreement may be designated by Covered California as required to file a Statement of Economic Interest (Form 700) with Covered California (Designated Filer). If, during the term of this agreement, any key staff are added to work on this Agreement, such staff who fall within the definition of consultant as specified above must file a Form 700 with Covered California.

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(Standard Agreement)

The Contractor understands that the Contractor's key staff performing work under this Agreement may be required to file a Form 700 electronically with Covered California's electronic filing system as follows:

1. Within 30 days of receiving notification by email (Assuming Office Form 700);
2. Annually thereafter while remaining a consultant as defined in the regulations cited above upon receiving notification by email, but no later than the first Monday in April of each subsequent year (Annual Form 700); and
3. Within 30 days of ceasing to be such a consultant to Covered California (Leaving Office Form 700).

KK. ETHICS TRAINING

All Contractor's key staff who file a Form 700 pursuant to Section JJ must provide a copy of their current certificate of completion of the California Attorney General's Ethics Training Course for State Officials as follows:

1. At the same time that the Assuming Office Form 700 is due, as instructed by the notification emailed by Covered California's electronic system; and
2. At least once every two calendar years thereafter during which he/she remains a consultant, as defined above, to Covered California.

**EXHIBIT D
(Standard Agreement)**

PRIVACY AND SECURITY REQUIREMENTS

A. Purpose of Exhibit

1. This Exhibit sets forth the privacy and security requirements that apply to all Personally Identifiable Information (PII) that Contractor obtains, maintains, transmits, uses or discloses from Covered California pursuant to this Agreement.
2. The parties agree to all terms and conditions of this Exhibit in order to ensure the integrity, security, and confidentiality of the information exchanged pursuant to this Agreement, and to allow disclosure and use of such information only as permitted by law and only to the extent necessary to perform functions and activities pursuant to this Agreement.
3. This Exhibit establishes requirements in accordance with applicable federal and state privacy and security laws including, but not limited to, the Information Practices Act (California Civil Code section 1798 et seq.), the federal Patient Protection and Affordable Care Act (P.L. 111-148), as amended by the federal Health Care and Education Reconciliation Act of 2010 (P.L. 111-152) (herein, the "Affordable Care Act"), and its implementing regulations at 45 C.F.R. Sections 155.260 and 155.270 (the "Exchange Privacy and Security Rules") and, where applicable, the Health Insurance Portability and Accountability Act (42 U.S.C. section 1320d-d8) and the Health Information Technology for Economic and Clinical Health Act and their implementing regulations at 45 C.F.R. Parts 160 and 164 (collectively, "HIPAA"), as well as applicable privacy and security control protocols set forth within the Minimum Acceptable Risks For State-Based Exchanges document suite ("MARS-E").

B. Definitions

The following definitions shall apply to this Exhibit:

1. Breach: Shall mean either: i) the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to PII, whether physical, or electronic; or ii) a reasonable belief that unauthorized acquisition of PII that compromises the security, confidentiality or integrity of the PII has occurred

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2. **Disclosure:** The release, transfer, provision of access to, or divulging in any other manner of PII outside the entity holding the information.
3. **Federal Tax Information or FTI:** Any return or return information as defined under the Internal Revenue Service Code, 26 U.S.C. section 6103(b)(1) and (2), received from the IRS or secondary source, such as SSA, Federal Office of Child Support Enforcement or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information. (IRS Pub. 1075, § 1.4.1)
4. **Personal Information or PI:** Information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (California Civil Code section 1798.3)
5. **Personally Identifiable Information or PII:** Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. (OMB M-07-16.) PII includes Federal Tax Information (FTI), Personal Information (PI) and Protected Health Information (PHI).
6. **Protected Health Information or PHI:** Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as defined in 45 C.F.R. section 160.103.
7. **Security Incident:** The act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification, or destruction. Adverse events such as floods, fires, electrical outages, and excessive heat are not considered incidents. (Computer Matching Agreement, Agreement No. 2013-11, p.5.)

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(Standard Agreement)

C. Applicable Laws

Contractor shall comply with any and all federal and state privacy and security laws, as well as applicable rules and regulations pertaining to Covered California including, but not limited to, those arising under the federal Patient Protection and Affordable Care Act and its implementing regulations. To the extent a conflict arises between any laws or other requirements, Contractor agrees to comply with the applicable requirements imposing the more stringent privacy and security standards.

1. Exchange Privacy and Security Rules (45 C.F.R. section 155.260).
 - a. In accessing, collecting, using or disclosing PII in performing functions for Covered California as authorized by this Agreement, Contractor shall only use or disclose PII to the minimum extent such information is necessary to perform such functions.
 - b. Contractor shall establish and implement privacy and security standards that are consistent with the principles of 45 C.F.R. section 155.260(a)(3) as set forth below in subsections (i) through (viii):
 - 1) Individual access. Individuals shall be provided with a simple and timely means to access and obtain their PII in a readable form and format;
 - 2) Correction. Individuals shall be provided with a timely means to dispute the accuracy or integrity of their PII and to have erroneous information corrected or to have a dispute documented if their requests are denied;
 - 3) Openness and transparency. Contractor shall be open and transparent regarding its policies, procedures, and technologies that directly affect individuals and/or their PII;
 - 4) Individual choice. Individuals shall be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their PII;
 - 5) Collection, use and disclosure limitations. PII shall be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;

**EXHIBIT D
(Standard Agreement)**

- 6) Data quality and integrity. Contractor will take reasonable steps to ensure that PII is complete, accurate, and up-to-date to the extent necessary for Contractor's intended purposes and has not been altered or destroyed in an unauthorized manner;
 - 7) Safeguards. PII will be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,
 - 8) Accountability. Contractor will use appropriate monitoring and other means and methods to assure accountability with these principles and to report and mitigate non-adherence and breaches.
2. California Information Practices Act. Contractor shall comply with the applicable privacy and security provisions of the Information Practices Act of 1977, California Civil Code section 1798 et seq. and shall provide assistance to Covered California as may be reasonably necessary for Covered California to comply with these provisions (Civil Code section 1798 et seq.).
 3. Health Insurance Portability and Accountability Act ("HIPAA").
 - a. Contractor expressly acknowledges and agrees that Covered California is not a health care provider, a health care plan, or a health care clearinghouse. Accordingly, the parties mutually acknowledge and agree that, for purposes of this Agreement, Covered California is not a Covered Entity as such term is specifically defined in HIPAA.
 - b. Contractor expressly acknowledges and agrees that where Covered California performs a function required under applicable law pursuant to 45 C.F.R. section 155.200, it is not acting as a Business Associate of any other Covered Entity and Contractor is not acting as Covered California's Business Associate, as such terms are specifically defined in HIPAA.
 - c. For certain programs related to the administration of the Medi-Cal Program, Covered California has agreed to be the Business Associate of the Department of Health Care Services (DHCS). Therefore, to the extent that Contractor performs services related to the administration of the Medi-Cal program, contractor is Covered California's subcontractor, and therefore, also a Business Associate as that term is specifically defined in HIPAA. Accordingly, if in performing functions pursuant to this Agreement Contractor accesses or uses PII that was provided to Covered California

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by DHCS or for the purposes of the Medi-Cal program, Contractor shall comply with the applicable terms and conditions of HIPAA.

4. IRS Code section 6103 and Publication 1075. Per Covered California's Privacy and Security Rules (45 CFR 155.260 (a)(4)(iii), return information shall be kept confidential under 26 U.S. Code section 6103. As described by IRS publication 1075, conforming to the guidelines set forth in that publication meets the safeguard requirements of 26 U.S. Code section 6103(p)(4) for FTI.
5. Fingerprinting and Background Checks. (CA Government Code Section 1043).
 - a. All individuals including, but not limited to, employees, contractors, or subcontractors who perform services under this agreement shall agree to criminal background checks in compliance with Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, Section § 6456. Fees charged by the California Department of Justice for the cost of processing such requests shall be paid by Contractor but may be reimbursed by Covered California upon the mutual, written agreement of the parties.
 - b. For any insurance agent licensed by the California Department of Insurance (CDI) Covered California may obtain a criminal history check in accordance with Government Code section 1043 from CDI.
6. Privacy and Security Awareness Training (MARS-E).
 - a. Contractor shall ensure that any and all employees, agents, representatives or subcontractors who are provided access to PII have first been provided privacy and security awareness training.
 - b. Contractor shall likewise ensure that any and all such employees, agents, representatives or subcontractors certify in writing their completion of any such privacy and security awareness programs and, upon request, shall provide Covered California with copies of the same.
 - c. Contractor shall retain the aforementioned certifications for a period of five (5) years and shall provide the copies upon request during this time.
 - d. Notwithstanding the foregoing, Contractor shall be deemed to have complied with the above-referenced requirements through the completion of any certification program which includes privacy and security

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awareness training and is required for Contractor's participation in Covered California.

D. Consumer Rights

1. Accounting of Disclosures

- a. Contractor shall assist Covered California in responding to accounting requests by individuals that are made to Covered California under the Information Practices Act (Civil Code section 1798.25-29) and if Protected Health Information is involved, pursuant to HIPAA, 45 C.F.R. section 164.528.
- b. The obligation of Contractor to provide an accounting of disclosures as set forth herein survives the expiration or termination of this Agreement with respect to accounting requests made after such expiration or termination.

2. Copies of Records Requests

Regardless of whether a request is made to Covered California or to Contractor, Contractor shall respond to the request with respect to the record Contractor and its subcontractors maintain, if any, in a manner and time frame consistent with requirements specified in the Information Practices Act (Civil Code sections 1798.30-1798.34) and if Protected Health Information is involved, with HIPAA (45 C.F.R section 164.524).

3. Requests to Amend Records

- a. Contractor shall make any amendments to Personally Identifiable Information in a record that Covered California directs or agrees to, whether at the request of Covered California or an Individual.
- b. Regardless of whether a request to amend records is made to Covered California or to Contractor, Contractor shall respond to the request with respect to the record Contractor and its subcontractors maintain in a manner and time frame consistent with requirements specified in the Information Practices Act (Civil Code section 1798.35) and if Protected Health Information is involved, with HIPAA (45 C.F.R. section 164.526).

4. Requests to Restrict Use and Disclosure of Personally Identifiable Information

- a. Contractor shall reasonably comply with any requests to restrict the use and disclosure of Personally Identifiable Information.

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- b. If Protected Health Information is involved, Contractor shall respond to the request in a manner and time frame consistent with requirements specified in HIPAA (45 C.F.R. section 164.522).
5. Confidential Communications Request
- a. Upon receipt of written notice, Contractor shall reasonably comply with any requests to utilize an alternate address, email, or telephone number when communicating with the individual.
 - b. If the request is denied, a written response shall be sent to the individual stating the reasons for denying the request.
 - c. If Protected Health Information is involved, Regardless of whether a request is made to Covered California or to Contractor, Contractor shall respond to the request in a manner and time frame consistent with requirements specified in HIPAA (45 C.F.R. section 164.522(b)(1)).
6. In responding to any requests from individuals, Contractor shall verify the identity of the person making the request to ensure that the person is the individual who is the subject of the PII or has authority to make requests concerning the PII before responding to the request.
7. In the event any individual submits any of these requests directly from Contractor, Contractor shall within five (5) calendar days forward such request to Covered California.

E. Security Controls and Safeguards

1. Safeguards: At a minimum, contractor shall establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws to ensure
- a. The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by Covered California;
 - b. Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
 - c. Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;

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- d. Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
 - e. Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
 - f. Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules.
2. Encryption: Contractor shall encrypt all PII that is in motion or at rest, including but not limited to data on portable media devices, using commercially reasonable means, consistent with applicable Federal and State laws, regulations and agency guidance, including but not limited to the U.S. Department of Health and Human Services guidance specifying the technologies and methodologies that render PII unusable, unreadable, or indecipherable to unauthorized individuals for purposes of the breach notification requirements or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PII. Data centers shall be encrypted or shall otherwise comply with industry data security best practices.
 3. Hardware: Contractor shall ensure that any and all hardware, including but not limited to personal computers, laptops, jump-drives, smart phones or other devices upon which PII is stored, is secured, password-protected and only accessible by Contractor or Contractor's agents, employees or sub-contractors in accordance with the terms of this Exhibit. Contractor shall at all times remove and permanently delete any and all PII before any such hardware is transferred or sold to a third-party or is otherwise subject to any change in ownership or control.
 4. Log-In Credentials: Contractor shall at all times ensure that each individual user of any Covered California computer system through which PII is accessed maintains his or her own unique user-id and password. Contractor shall strictly refrain from sharing individual log-in credentials and shall at all times assume responsibility for ensuring that the log-in credentials of any former employees, sub-contractors, agents or other representatives who are no longer subject to this Agreement are de-activated or otherwise changed to prevent unauthorized access by any such individuals.

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5. Contractor shall update these safeguards as appropriate and as requested by Covered California.

F. Policies and Procedures:

1. Contractor shall implement and maintain written policies and procedures to ensure the privacy and security of PII stored, maintained, or accessed in compliance with this agreement and any applicable laws. Such policies shall address
 - a. Implementation of consumer rights as required by this Exhibit;
 - b. Reasonable safeguards as required by this Exhibit;
 - c. Monitoring, periodically assessing, and updating security controls and related system risks to ensure the continued effectiveness of those controls; and
 - d. Training employees, contractors, and subcontractors.
2. Upon request, Contractor shall provide Covered California with a written policies and procedures adopted by Contractor to meet its obligations under this Section.

G. Subcontractors

1. Contractor shall be bound by and be responsible for the acts and omissions of its subcontractors, agents or vendors in the exchange of data with Covered California. Contractor shall take reasonable steps to ensure compliance with the terms of this Agreement by its subcontractors, agents and vendors.
2. Contractor agrees to enter into written contracts with its agents and contractors (collectively, "subcontractors") that obligate Contractor's subcontractors to abide by the same privacy and security standards and obligations that Contractor has agreed to in this agreement.
3. Contractor represents and agrees that it shall only request that Covered California transmit data to subcontractors with whom it has such agreements and only to the extent such information is necessary to carry out the purposes authorized by this Agreement.

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4. Upon request, Contractor shall provide Covered California with a copy of any written agreement or contract entered into by Contractor and its subcontractors to meet the obligations of Contractor under this Exhibit.

H. Breaches & Security Incidents

1. Contractor shall immediately report to the Covered California Privacy Officer at PrivacyOfficer@covered.ca.gov any actual or suspected Breaches or Security Incidents involving PII created or received under this Agreement. Contractor's report shall contain the following information to the extent applicable and known at that time:
 - a. A brief description of what happened including the date of the incident and the date of the discovery of the incident;
 - b. The names or identification numbers of the individuals whose PII has been, or is reasonably believed to have been accessed, acquired, used or disclosed
 - c. A description of the types of PII that were involved in the incident, as applicable;
 - d. Information regarding any information system intrusion and any systems potentially compromised;
 - e. A brief description of Contractor's investigation and mitigation plan; and
 - f. Any other information necessary for Covered California to conduct an investigation and include in notifications to the individual(s) or relevant regulatory authorities under applicable privacy and security requirements.
2. Upon completion of the initial report, contractor shall immediately commence an investigation in accordance with applicable law to:
 - a. Determine the scope of the incident;
 - b. Mitigate harm that may result from the incident; and
 - c. Restore the security of the system to prevent any further harm or incidents.

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3. Contractor shall cooperate with Covered California in investigating the actual or suspected incident and in meeting Covered California's obligations, if any, under applicable laws.
4. Contractor shall mitigate to the extent practicable any harmful effect of any Incident that is known or reasonably discoverable to Contractor.
5. After conducting its investigation, and within fifteen (15) calendar days, unless an extension is granted by Covered California, Contractor shall file a complete report with the information listed above in subsection (1), if available. Contractor shall make all reasonable efforts to obtain all relevant information and shall provide an explanation if any information cannot be obtained. The complete report shall include a corrective action plan that describes the steps to be taken to prevent any future reoccurrence of the incident.
6. Contractor shall cooperate with Covered California in developing content for any public statements and shall not give any public statements without the express written permission of Covered California.
7. If a Breach requires notifications and reporting under applicable laws, and the cause of the Breach is attributable to Contractor, its agents or subcontractors, Contractor shall:
 - a. Be fully responsible for providing breach notifications and reporting as required under applicable laws;
 - b. Pay any costs of such Breach notifications as well as any costs or damages associated with the incident; and
 - c. Should Covered California in its sole discretion determine that credit monitoring is an appropriate remedy, arrange for and bear the reasonable, out-of-pocket cost of providing to each such affected individual one (1) year of credit monitoring services from a nationally recognized supplier of such services.
8. If Contractor determines that an impermissible acquisition, use, or disclosure of PII does not require breach notifications or reporting, it shall document its assessment and provide such documentation to Covered California within one week of its completion. Notwithstanding the foregoing, Covered California reserves the right to reject Contractor's assessment and direct Contractor to treat the incident as a Breach.

EXHIBIT D
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I. Right to Inspect

Covered California may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit at any time. Contractor shall promptly remedy any violation reported to it by Covered California and shall certify the same to the Covered California Privacy Officer in writing. The fact that Covered California inspects, fails to inspect, fails to detect violations of this Exhibit or detects but fails to notify Contractor of the violation or require remediation is not a waiver of Covered California's rights under this Agreement and this Exhibit.

J. Indemnification

Contractor shall indemnify, hold harmless, and defend Covered California from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs Covered California determines to be reasonable), losses, penalties, fines, and liabilities arising from or due to Contractor's failure to comply with the requirements of this Exhibit, including a breach or other non-permitted use or disclosure of PII by Contractor or its subcontractors or agents, including without limitation. Such indemnification shall be conditioned upon Covered California giving notice of any claims to Contractor after discovery thereof. If Contractor should publish or disclose PII to others, Covered California shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity, without posting a bond.

K. Termination of Agreement

1. If Contractor breaches its obligations under this Exhibit as determined by Covered California, Covered California may, at its option:
 - a. Require Contractor to submit to a plan of monitoring and reporting, as Covered California may deem necessary to maintain compliance with this Agreement;
 - b. Provide Contractor with an opportunity to cure the breach; or
 - c. After giving Contractor an opportunity to cure the breach, or upon breach of a material term of this Exhibit, terminate this Agreement for Cause pursuant to Exhibit C.

A failure of Covered California to exercise any of these options shall not constitute a waiver of its rights under this section.

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2. Upon completion of this Agreement, or upon termination of this Agreement, at Covered California's direction Contractor shall either return all PII to Covered California, or shall destroy all PII in a manner consistent with applicable State and Federal laws, regulations, and agency guidance on the destruction of PII. If return or destruction of PII is not feasible, Contractor shall explain in writing to the Covered California's Chief Privacy Officer why return or destruction is not feasible. The obligations of Contractor under this Agreement to protect PII and to limit its use or disclosure shall continue and shall survive until all PII is either returned to Covered California or destroyed.

**Exhibit E
(Standard Agreement)**

MARKETING AND BRANDING GUIDELINES

All references to the California Health Benefit Exchange (the Exchange) or Covered CA refer to Covered California.

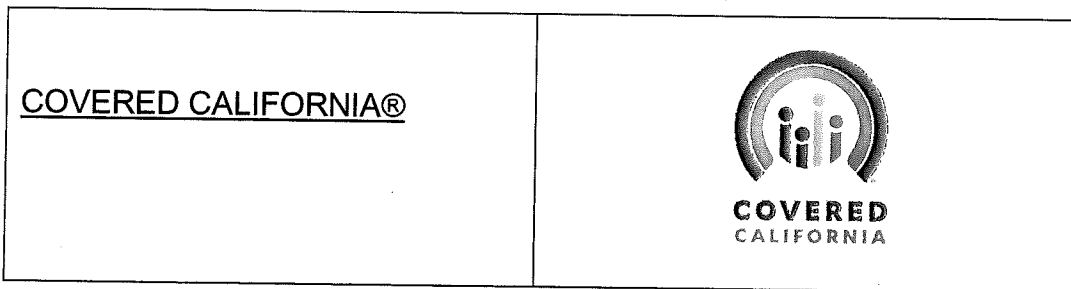
A. Trademark and Brand Usage Guidelines for Communications and Websites

1. Covered California's brand and trademarks, as described below ("Covered California Marks") are valuable intellectual property and important assets of the organization. The Covered California logo, and any other logo used to identify any product or service offered by Covered California, may not be used in any manner inconsistent with this Exhibit and the latest version of the Brand Style Guide available at <http://hbex.coveredca.com/toolkit> (herein incorporated by reference) without express written permission from Covered California.
2. The improper or unauthorized use of Covered California Marks or other intellectual property is a violation of Covered California's rights and is strictly prohibited. Unauthorized use or misrepresentation of Covered California is also a violation of state law section 100510 of the Government Code, section 1360.5 of the Health and Safety Code, and section 790.03 of the Insurance Code.
3. Section 100510 of the Government Code, section 1360.5 of the Health and Safety Code, and section 790.03 of the Insurance Code prohibits the holding of oneself out as representing, constituting, or otherwise providing services on behalf of Covered California established pursuant to section 100500 et seq. of the Government Code without a valid agreement with Covered California to engage in those activities. Any unauthorized use of the Covered California brand is outside of the scope of this Agreement.
4. Covered California reserves the right to revise the Brand Style Guide and Contractor will be bound to comply with the material contained in the updated guide immediately upon receipt or other notification of the new guide.

B. Non-Exclusive License

1. Subject to the terms of this Exhibit and Brand Style Guide, Covered CA conveys and Contractor accepts a non-exclusive, royalty-free license in the following Covered California Marks for the purposes specified within the Scope of Work (Exhibit A) of this Agreement.

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2. Contractor shall be entitled to use the Covered California Marks in conjunction with the marketing materials and websites referenced herein subject to the terms and conditions set forth within this Exhibit and Brand Style Guide for the sole purpose of promoting the services performed by Contractor under Exhibit A.
3. Covered California retains final discretion to determine if a Contractor's use of the Covered California marks complies with the terms and conditions set forth in this Exhibit and the Brand Style Guide.
4. Contractor accepts the above-referenced license "as-is" without any representations or warranties including, but not limited to, warranties of ownership or fitness for a particular purpose.
5. Contractor expressly acknowledges and agrees that nothing in this Exhibit is intended to nor shall result in the transfer of any ownership interests and that Covered California shall at all times remain the sole and exclusive owner of the Covered California Marks.
6. In addition to the terms and conditions set forth herein, Contractor understands and agrees that Covered California shall at all times be entitled to impose additional restrictions upon the use of the Covered California Marks for the sole purpose of protecting the goodwill and overall reputation of Covered California and Covered California Marks, in compliance with all applicable law.
7. Contractor shall be entitled to sub-license the use of the Covered California Marks; provided, however, that Contractor shall ensure that any and all subcontractors shall execute and strictly abide by the terms of conditions specified within this Exhibit.

C. Non-Affiliation & Non-Endorsement

1. Neither the above-referenced license nor Contractor's use of the Covered California Marks shall at any time be interpreted or construed as creating a

**Exhibit E
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partnership, co-ventureship or other agency relationship between Contractor and Covered CA. Other than the use of the Covered California Marks in accordance with the license conveyed in this Exhibit, Contractor shall strictly refrain from any representations reasonably calculated to suggest or imply the existence of any such relationship.

2. The above-referenced license shall likewise at no time be interpreted or construed as an express or implied endorsement of any product, service or activity provided by or engaged in by Contractor involving the Covered California Marks.
3. Contractor shall at all times defend, indemnify and hold Covered California harmless from and against any and all liability or claims arising directly or indirectly from any misrepresentation by Contractor of:
 - a. An agency relationship between Covered California and Contractor; and
 - b. An endorsement by Covered California of any product, service or activity provided or engaged in by Contractor for which the Covered California Marks are at any time used.

D. Term & Termination

Unless otherwise terminated earlier, the term of the license conveyed within this Exhibit shall commence on the effective date of the original Agreement and shall renew automatically on the date the original Agreement terminates. Contractor shall immediately discontinue the use of the Covered California Marks upon the termination of the Agreement for any reason.

E. Disclaimer

1. All marketing materials, external communications, or websites which use Covered California Marks or refer to Covered California in any way must be accompanied by the following disclaimer in a conspicuous font:
 - a. "Covered California," "California Health Benefit Exchange," and the Covered California Logo are registered trademarks or service marks of Covered California in the United States.
 - b. For purposes of this section, "conspicuous" means displayed apart from other print in not less than 12-point boldface font type in capital letters that is at least 2-point boldface font type sizes larger than the next largest print

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used, and in contrasting type, layout, font, or color in a manner that clearly calls attention to the language.

2. Each website that uses Covered California Marks must also include the following disclosure statement:

This website is owned and maintained by [Contractor Name], which is solely responsible for its content. This site is not maintained by or affiliated with Covered California, and Covered California bears no responsibility for its content. The email addresses and telephone numbers that appear throughout this site belong to [Contractor Name], and cannot be used to contact Covered California.

3. Covered California retains final discretion to determine whether Contractor is using the disclaimers above in a manner that complies with the terms and conditions of this Agreement and the Brand Style Guide.

F. Improper Uses of Covered California's Marks

1. Covered California's Marks may not be presented or used:
 - a. In a manner that suggests that editorial content has been authored by, or represents the views or opinions of, Covered California or its representatives, personnel or affiliates;
 - b. In a manner that is misleading, defamatory, obscene, infringing or otherwise objectionable;
 - c. In connection with any material that infringes the trademark, copyright or any other rights of any third party;
 - d. As part of a name of a product or service of a company or organization other than Covered California;
 - e. In a manner that infringes, derogates, dilutes, or impairs the rights of Covered California in such marks; or
 - f. In a manner that violates the Brand Style Guide
2. Covered California retains final discretion to determine whether the Contractor's use of Covered California's marks violates the terms of this Agreement and/or the Brand Style Guide.

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G. Improper Uses of California Health Benefit Exchange or Covered California in Contractor's Internet Domain Name

Contractor may not use the names California Health Benefit Exchange, Exchange, Covered California, Covered CA, the use of CCSB or Covered California for Small Business as a noun, or any derivations thereof, in the Contractor's internet domain name:

1. In a manner that creates a likelihood of confusion that the Contractor's website is sponsored by or affiliated with Covered California; and
2. Without the express written permission of Covered California.

H. Clearly Identifying Covered California Products

For any medium of communications used with consumers including, but not limited to, in person, over the phone, or online, Contractor must clearly identify which products are available through Covered California as well as which products are sold outside Covered California.

I. Marketing Materials – Definition

The term "marketing materials" extends beyond the public's general concept of advertising materials and includes any materials developed or distributed by a contractor which are aimed at prospective or existing clients and consumers of the Individual and CCSB Exchanges. Marketing materials include, but are not limited to, anything with Covered California Marks, printed collateral material, print advertising, social and digital media material and television and radio ads.

J. Marketing Materials Subject to the Marketing Guidelines

All marketing materials that mention, promote participation in, or reference Covered California are subject to this Exhibit and the Brand Style Guide. However, these Marketing Guidelines do not apply to those marketing materials that do not promote, discuss or reference Covered California in any way.

K. General Marketing Material and Direct Mail Communications.

Upon request, Contractor shall provide Covered California with at least one (1) copy, unless otherwise specified by Covered California, of any marketing materials that Contractor intends to use, mail, or has mailed, to its clients or prospective clients including, but not limited to, brochures, leaflets, postcards, presentations, advertisements in phone books, newsletters, health education

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materials, and special announcements. Covered California shall have the right to request changes to or prohibit the distribution or use of any marketing material as determined by Covered California in its sole discretion.

L. Submission Requirements & Process for Advertising Material

1. Any question regarding the compliance of Contractor's marketing materials with this Exhibit and the Brand Style Guide must be submitted for review and approval to Covered California at agents@covered.ca.gov. Contractor shall allow at least 10 (ten) business days from the date of the request for Covered California to review any materials submitted.
 - a. When submitting required materials for approval, indicate the following in the subject line: Advertising Approval Request - Contractor name and material type.
 - b. When submitting revised material, please indicate so in the body of the email and include the original submission date of the material.
2. Do not bundle multiple materials in the same submission email. Send a separate email for each material. The only exception is translations. Translations may be sent in one email along with the corresponding English version, if available.

M. Confidential Treatment of Contractor

To the extent that material sent from Contractor is not already in the public domain, Covered California shall treat such marketing materials as confidential information and exempt from public disclosure if such material is deemed to be or qualifies for treatment as confidential information under the Public Records Act, Government Code sections 6250, et seq. and other applicable federal and state laws, rules and regulations.

N. Distribution of Marketing Materials Developed by Covered California.

Contractor may distribute and reproduce marketing materials developed and made available by Covered California. Contractor shall be responsible for any printing costs for such material and for all costs related to the distribution of those materials including, but not limited to, mailing and postage costs.