

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 22 Pages

**34077**

AGREEMENT NUMBER <b>15-N-11</b>	AMENDMENT NUMBER <b>A2</b>
REGISTRATION NUMBER	

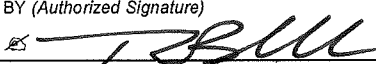
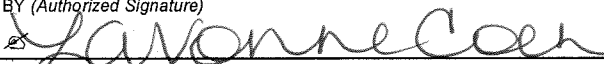
- This Agreement is entered into between the State Agency and Contractor named below:  
 STATE AGENCY'S NAME  
**California Health Benefit Exchange**  
 CONTRACTOR'S NAME  
**City of Long Beach Department of Health and Human Services**
- The term of this Agreement is August 1, 2015 through August 31, 2017
- The maximum amount of this Agreement after this amendment is: **\$175,000.00** One Hundred Seventy Five Thousand Dollars and No Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

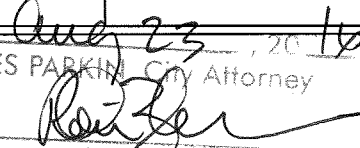
The purpose of this amendment is to increase the funded amount by \$50,000.00 and extend the term date of the Agreement to August 31, 2017. This amendment also updates the deliverables in Exhibit A, Scope of Work, contract amount in Exhibit B, Budget Detail and Payment Provisions and clarified items in Exhibit E, Branding Guidelines.

- Exhibit A, Scope of Work (14 pages) is hereby updated and replaced in its entirety.
- Exhibit B, Budget Detail and Payment Provisions (2 pages) is hereby updated and replaced in its entirety.
- Exhibit E, Branding Guidelines (6 pages) is hereby updated and replaced in its entirety.

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>City of Long Beach Department of Health and Human Services</b>		
BY (Authorized Signature) 	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. DATE SIGNED (Do not type) <u>8/30/16</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick H. West, City Manager <b>Assistant City Manager</b>		
ADDRESS 2525 Grand Avenue, Suite 210 Long Beach, CA 90815		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>California Health Benefit Exchange</b>		<input checked="" type="checkbox"/> Exempt per: GC Sec 100505
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>9/1/16</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING LaVonne Coen, Deputy Chief Operations Officer		
ADDRESS 1601 Exposition Blvd., Sacramento, CA 95815		

APPROVED AS TO FORM  
Aug 23, 2016  
 CHARLES PARKIN, City Attorney  
 By   
 LONG BEACH

## **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 the "Exchange" 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."

The term of this Agreement is August 1, 2015 through August 31, 2017.

The Exchange may, at its sole discretion, extend the term of this contract for two one-year extensions. If mutually agreed upon by the Exchange 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 the Exchange 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 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(I), where the Exchange 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 the Exchange to establish a Navigator program.

#### **B. Definitions**

1. Certified Enrollment Counselor: An individual who is certified by the Exchange 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 the Exchange pursuant to Title 10, Chapter 12, Article 8, Sections 6652 and 6656, of the California Code of Regulations.

## **EXHIBIT A**

### **Scope of Work**

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 the Exchange. 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 (I) in accordance with subdivision (i) of Section 1311 of the federal act and 45 C.F.R.155.210.

#### **C. Scope of Work**

1. Assist consumers eligible for enrollment, renewal assistance and post-enrollment in a Covered California Health Insurance Plan.
2. Strategic Workplan and Campaign Strategy: Within 30 days of notification of contract award, the Grantee shall submit a Strategic Workplan and Campaign Strategy to the Exchange for review and approval. The Strategic Workplan and Campaign Strategy shall include, but not be limited to, the following information:
  - a. Outreach, Education, Enrollment, Post-Enrollment and Retention Support activities for the Grantee;
  - b. Description of Activity;
  - c. Frequency of Activity;
  - d. Location;

## EXHIBIT A Scope of Work

- e. City;
- f. Zip Code;
- g. Date and Hours; and
- h. Comments (if necessary).

### 3. Community Events

Grantee shall report its community events to the Exchange once a month for the entire term of this Agreement. Grantee shall report its community events via the Event Portal. The Event Portal is a web portal located at [www.coveredca.com](http://www.coveredca.com) that allows consumers to find local events to receive education and enrollment assistance. Grantee shall have access to the Event Portal in order to report its community events.

### 4. The Grantee shall perform the following duties:

- a. Maintain expertise in eligibility, enrollment, and program specifications and conduct outreach and education activities to raise awareness about the Exchange;
- 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 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 Covered California Health Insurance Plan;
- 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;
- f. Provide post enrollment support to ensure successful enrollment and retention, including increasing health literacy, assisting with renewals, and educating consumers on how to avoid disenrollment for non-payment;

**EXHIBIT A**  
**Scope of Work**

- 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;
    - 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 or Navigator Program 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 or Navigator Program as defined in Title 10, Chapter 12, Article 8, Section 6650, of the California Code of Regulations;
      - b) Conveyed all the information required under this subdivision to the consumer in a language and manner which he or she understands; and

**EXHIBIT A**  
**Scope of Work**

- 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 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 six (6) years. Records of authorization may be retained electronically.
- h. Maintain a physical presence in the state of California so that face-to-face assistance can be provided to applicants and enrollees;
- i. Ensure that voter registration assistance is available as required under Title 10, Chapter 12, Article 4, Section 6462, California Code of Regulations; and
- j. Comply with any applicable federal or state laws and regulations.

## EXHIBIT A Scope of Work

5. Regional Field and Program Support
  - a. Grantee will be required to participate in Covered California Sales Regional Field and Program Team efforts upon request which shall include, but 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
    - iv. Attend meetings and webinars when scheduled
6. Enrollment and Renewal Milestones:
  - a. The goal for the term of this amended Agreement (September 1, 2016 – August 31, 2017) is **250** consumers enrolled and renewed into a Covered California Health Insurance Plan.
  - b. 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 enrollment goals.
  - c. Unless otherwise determined by Covered California, the following will not count toward the Grantee's goals:
    - i. Assistance into the Medi-Cal Program
7. To ensure that information provided as part of any consumer assistance is culturally and linguistically appropriate to the needs of the population being served, including individuals with limited English proficiency as required by 45 CFR §§ 155.205(c)(2) and 155.210(e)(5), the Grantee shall:
  - a. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in their service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs;
  - b. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary languages spoken;
  - c. Provide consumers with information and assistance in the consumer's preferred language, at no cost to the consumer, including the provision of oral interpretation of non-English languages and the translation of written documents in non-English languages when necessary or when requested by the consumer to ensure effective communication. Use of

## **EXHIBIT A**

### **Scope of Work**

- 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.
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.



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10. The Grantee shall ensure that its affiliated Certified Enrollment Counselors wear the badge issued by the Exchange at all times 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 paragraph F of this Exhibit;
  - b. Mail the paper application for the consumer;
  - c. Coach the consumer to provide inaccurate information on the application regarding income, residency, immigration status, and other eligibility rules;
  - d. Coach or recommend one plan or provider over another;
  - e. Accept any premium payments from the consumer;
  - f. Input any premium payment information on behalf of the consumer;
  - g. Pay any part of the premium or any other type of consideration to or on behalf of the consumer;
  - h. Induce or accept any type of direct or indirect remuneration from the consumer;
  - i. Intentionally create multiple applications from the same household, as defined in 45 C.F.R. § 435.603(f);
  - j. Invite, influence, or arrange for an individual whose existing coverage through an eligible employer-sponsored plan is affordable and provides minimum value, as described in 26 USC § 36B(c)(2)(C)) and in 26 C.F.R. § 1.36B-2(c)(3)(v) and (vi), to separate from employer-based group health coverage;
  - k. Refer a consumer to a specific insurance agent or specific set of insurance agents;
  - l. Provide gifts, including gift cards or cash or provide promotional items that market or promote the products or services of a third party, to any applicant or potential enrollee as an inducement for enrollment. Gifts, gift cards, or cash may be provided for the purpose of providing reimbursement for legitimate expenses incurred by a consumer in effort to receive Exchange application assistance, such as, but not limited to, travel or postage expenses;
  - m. Use Exchange funds to purchase gifts or gift cards, or promotional items that market or promote the products or services of a third party, that would be provided to any applicant or potential enrollee;

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- n. Solicit any consumer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a consumer to provide application or enrollment assistance without the consumer initiating the contact, unless the individual has a pre-existing relationship with the individual Certified Enrollment Counselor or Certified Enrollment Entity and other applicable State and Federal laws are otherwise complied with; Outreach and education activities may be conducted by going door-to-door or through other unsolicited means of direct contact, including calling a consumer; or
  - o. Initiate any telephone call to a consumer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual Certified Enrollment Counselor or Certified Enrollment Entity has a relationship with the consumer and so long as other applicable State and Federal laws are otherwise complied with.
12. The Grantee shall notify the Exchange of every individual to be added or removed as an affiliated Certified Enrollment Counselor. Such notification shall include:
- a. Grantee's Name and Certified Enrollment Entity Number;
  - b. Name and signature of Grantee's Authorized Contact;
  - c. Name, e-mail, and primary phone number of the individual to be added or removed;
  - d. Effective date for the addition or removal of the individual; and
  - e. An indication of whether the individual is certified as an Certified Enrollment Counselor, and if so, the following information:
    - i. Certification number; and
    - ii. When adding an individual, site(s) to be served by the individual.
13. Notify the Exchange 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 the Exchange, 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

## **EXHIBIT A**

### **Scope of Work**

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 the Exchange within 60 calendar days of notification of Grant award; and
  - ii. Ensure that all Certified Enrollment Counselors are prepared to serve both the individual Exchange and the Small Business Health Options Program by completing the training and passing the certification exam administered by the Exchange 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 the Exchange and assigned a Certified Enrollment Entity Number.
- c. Grantee shall ensure that affiliated Certified Enrollment Counselors do not perform any consumer assistance functions if more than twelve (12) months or the time frame indicated by the Exchange, have passed since the Certified Enrollment Counselor passed the certification exam administered by the Exchange.

#### 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, not limited to, site visits by the Exchange or its designee;
- b. Establishing an internal system to monitor and evaluate the performance and compliance of personnel responsible for performing the activities contained within this Agreement, including subcontractors;
- c. Conducting due diligence by monitoring the attitude, conduct, and professionalism of employees who perform activities included in this Agreement;
- d. Immediately reporting instances of non-compliance with this agreement or application laws and regulations, and developing plans for corrective action to the Exchange;

**EXHIBIT A**  
**Scope of Work**

- e. Immediately reporting concerns related to conflicts of interest, fraud, or violations of program standards to the Exchange; and,
- f. Removing an individual from any of the activities within this Agreement should the Exchange determine that he or she is in violation of applicable laws or regulations.

**D. Performance Monitoring and Quality Assurance**

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

<b>Bi-Monthly Progress Reports</b>	
<u>Reporting Months</u>	<u>Report Due Date</u>
September – October 2016.	November 10, 2016
November – December 2016	January 10, 2017
January – February 2017	March 10, 2017
March – April 2017	May 10, 2017
May – June 2017	July 10, 2017
July – August 2017	September 30, 2017

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.
- 2. The Exchange shall provide information to the Grantee on a monthly basis to assist the Grantee in monitoring its performance in meeting the enrollment and renewal goals as defined Section C, Item 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;

**EXHIBIT A**  
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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 is in compliance with Title 10, Chapter 12, Article 8, of the California Code of Regulations. Any change or failure in Grantee's ability to comply shall be reported immediately to the Exchange.

**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;
  - 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 the Exchange a written attestation that the entity or individual:
  - 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

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- 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 the Exchange. Any changes to these disclosures must be reported to the Exchange 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 this Section E 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 Agreement. This plan shall be made available upon request to the Exchange.
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 Exchange's branding guidelines as set forth in Exhibit E.

**EXHIBIT A**  
**Scope of Work**

2. The Exchange shall provide the Grantee with collateral materials in limited quantities, free of charge. Grantee shall:
  - a. Order collateral materials from the Exchange; and
  - b. Maintain adequate supply levels of collateral materials at all times.

**H. Management Memorandums**

The Exchange shall provide additional instructions and clarifications to the requirements in this Agreement through Management Memorandums which will not impose any additional requirements.

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:

California Health Benefit Exchange  
Attn: Lydia Hernandez, Grant Operations Manager  
1601 Exposition Boulevard  
Sacramento, CA 95815

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Payments:**

1. The maximum amount payable under this Agreement shall not exceed \$175,000.
2. On a monthly basis, the Exchange shall review the Grantee’s performance in meeting the Scope of Work in Exhibit A and the enrollment goals identified in Exhibit A, Item C.6.
3. Upon meeting the applicable requirements outlined in this Agreement, the Grantee shall submit a payment request based on the timeline described below. Payment requests submitted prior to these timelines will be returned to the grantee unprocessed.
4. The Exchange may elect not to approve payment if the Grantee has not complied with all requirements set forth in the Agreement.

<u>Timeline</u>	<u>Payment</u>	<u>% Paid of Award</u>
October 10, 2016	20% of award	20%
December 10, 2016	20% of award	40%
February 10, 2017	20% of award	60%
May 10, 2017	20% of award	80%
June 30, 2017	20% of award	100%

5. The Exchange shall upload a Navigator Productivity Report to the In-Person Administrative System (IPAS) which identifies consumer application statuses. If the Grantee believes the productivity report is inaccurate a Navigator Payment Reconciliation Form located at <https://ipas.ccgrantsandassistors.org/> may be used to dispute inaccuracies.

**B. Federal Funding and Qualified Health Plan (QHP) Assessment Contingency Clause:**

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



**EXHIBIT B****C. Prompt Payment Clause:**

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

**D. Closeout:**

1. Within 30 days after the expiration or termination of the Grant, the Grantee shall submit all financial, performance, or other reports required as a condition of the Grant. Upon request by the Grantee, the Exchange may extend the timeframe. These reports may include but are not limited to:

- a. Final performance or 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 contract term, whichever comes first. The final payment request must include the statement "Final Billing."

**F. Non-resident Tax Withholdings:**

Payments to all nonresidents 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 E**

### **Branding Guidelines**

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

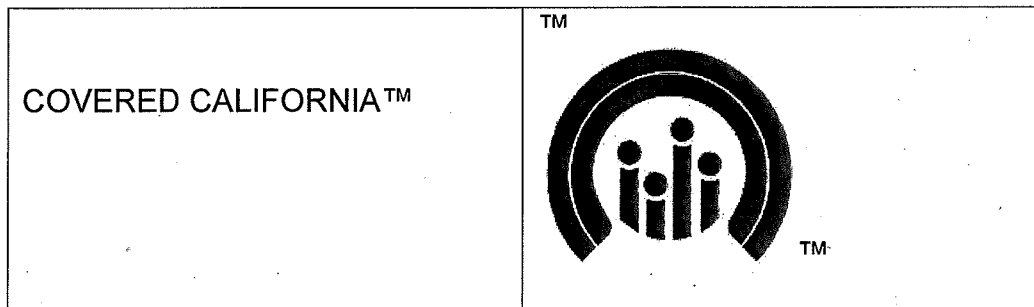
#### **A. Trademark and Brand Usage Guidelines for Communications and Web Sites:**

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 E and the latest version of the Brand Style Guide (herein incorporated by reference) available at <http://hbex.coveredca.com/toolkit> 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, the California Health Benefit Exchange is also a violation of state law Section 100510 to the Government Code, Section 1360.5 of the Health and Safety Code, and Section 790.03 of the Insurance Code.
3. Section 100510 to the Government Code, Section 1360.5 of the Health and Safety Code, and Section 790.03 of the Insurance Code prohibits the holding oneself out as representing, constituting, or otherwise providing services on behalf of the California Health Benefit Exchange established pursuant to Section 100500 et. seq of the Government Code without a valid agreement with the California Health Benefit Exchange to engage in those activities. Any unauthorized use of the Covered California brand is outside of the scope of this agreement.
4. The Exchange reserves the right to revise the Brand Style Guide, and Grantee 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 Grantee 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.

## EXHIBIT E Branding Guidelines



2. Grantee shall be entitled to use the Covered California Marks in conjunction with the marketing materials 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 Grantee under Exhibit A.
3. Covered California retains final discretion to determine if Grantee's use of the Covered California marks complies with the terms and conditions set forth in this Exhibit and the Brand Style Guide.
4. Grantee 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. Grantee expressly acknowledges and agrees that nothing in this Exhibit is intended to nor shall result in the transfer of any ownership interests and that the Exchange 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, Grantee understands and agrees that the Exchange 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 the Exchange and Covered California Marks.
7. Grantee shall be entitled to sub-license the use of the Covered California Marks; provided, however, that Grantee 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 Grantee's use of the Covered California Marks shall at any time be interpreted or construed as creating a partnership, co-venture ship or other agency relationship between Grantee and Covered CA. Other than the use of the Covered California Marks in accordance with the license conveyed in this Exhibit, Grantee shall strictly refrain from any

## **EXHIBIT E**

### **Branding Guidelines**

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 Grantee involving the Covered California Marks.
3. Grantee shall at all times defend, indemnify and hold the Exchange harmless from and against any and all liability or claims arising directly or indirectly from any misrepresentation by Grantee of:
  - a. An agency relationship between the Exchange and Grantee; and
  - b. An endorsement by the Exchange of any product, service or activity provided or engaged in by Grantee for which the Covered California Marks are at any time used.

#### **D. Term & Termination:**

1. Unless otherwise terminated earlier, the term of the license conveyed within this Exhibit shall commence on the effective date of the original Navigator Agreement and shall terminate automatically on the date the original Navigator Agreement terminates. Navigator shall immediately discontinue the use of the Covered California Marks upon the termination of this agreement.
2. To protect the goodwill and reputation of the Covered California Marks, the Exchange shall at all times be entitled to terminate the above-referenced license for "good cause", which shall include: i) a material violation of the Navigator Agreement; or ii) any act by Navigator which exposes the Exchange to potential infringement or other liability.

#### **C. Disclaimer:**

1. Use of the Covered California Marks in 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. This web site is owned and maintained by [Navigator 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.

## **EXHIBIT E**

### **Branding Guidelines**

The e-mail addresses and telephone numbers that appear throughout this site belong to [Navigator Name], and cannot be used to contact Covered California.

b. This statement must also appear on:

Navigator's home pages; or  
Any "Who We Are" or "About Us" pages or other pages of similar purpose or content.

c. For purposes of this section, "conspicuous" means displayed apart from other print on the external communications or web site, 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 used, and in contrasting type, layout, font, or color in a manner that clearly calls attention to the language.

2. Covered California retains final discretion to determine whether Agent is using the disclaimers in Subsection E of Exhibit E in a manner that complies with the terms and conditions of this Agreement and the Brand Style Guide.

#### **D. 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; or
- e. In a manner that infringes, derogates, dilutes, or impairs the rights of Covered California in such marks.
- f. In a manner that violates the Brand Style Guide

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**E. Improper Uses of California Health Benefit Exchange or Covered California in Navigator's Internet Domain Name:**

1. Grantee may not use the names California Health Benefit Exchange, Exchange, Covered California, Covered CA, or any derivations thereof in the Grantee's Internet domain name:
  - a. In a manner that creates a likelihood of confusion that the Navigator's web site is sponsored by or affiliated with Covered California; and
  - b. Without the express written permission of Covered California.

**F. Marketing Materials – Definition:**

1. The term "marketing materials" extends beyond the public's general concept of advertising materials and includes any materials developed or distributed by a Navigator, which are aimed at prospective or existing clients and consumers of the Individual and SHOP 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.

**G. Marketing Materials Subject to the Exhibit E, Marketing and Trademarks:**

1. All marketing materials that mention, promote participation in, or reference Covered California are subject to this Exhibit E 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.

**H. General Marketing Material and Direct Mail Communications:**

1. Upon request, Navigator shall provide Covered California with at least one (1) copy, unless otherwise specified by Covered California, of any marketing material Navigator 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 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.

**I. Submission Requirements & Process for Advertising Material:**

1. Any question regarding the compliance of Grantee's marketing materials with this Exhibit E and the Brand Style Guide must be submitted for review and approval to Covered California. Navigators shall allow at least 10 (ten)

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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 – Navigator 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.

**J. Confidential Treatment of Navigator:**

1. To the extent that material sent from Navigator 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.

**K. Distribution of Marketing Materials Developed by Covered California:**

1. Navigator may distribute and reproduce marketing materials developed and made available by Covered California. Navigator 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.