

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

CSS Reviewed

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-CAE-

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Covered California

CONTRACTOR NAME

County of Mendocino

2. The term of this Agreement is:

START DATE

THROUGH END DATE

June 30, 2029

3. The maximum amount of this Agreement is:

Non-Monetary

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	11
Exhibit A, Attachment 1	Disclosures	3
Exhibit B	General Terms and Conditions	18
+ - Exhibit C	Privacy Addendum	14
+ - Exhibit D	Marketing and Branding Guidelines	6

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 <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mendocino

CONTRACTOR BUSINESS ADDRESS

737 S. State Street

CITY

Ukiah

STATE

CA

ZIP

95482

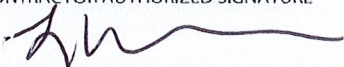
PRINTED NAME OF PERSON SIGNING

Lily Caravello

TITLE

Program Administrator

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8/6/24

Rachel Ebel-Elliott

8/6/24

Rachel Ebel-Elliott, Department Head

Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-CAE-	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Covered California

CONTRACTING AGENCY ADDRESS

1601 Exposition Blvd.

CITY

Sacramento

STATE

CA

ZIP

95815


PRINTED NAME OF PERSON SIGNING

Darci Haesche

TITLE

Deputy Chief Operations Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DocuSigned by:

 96BB997E38D6427 ...

DATE SIGNED

5/22/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Government Code

Section 100505

**Exhibit A
(Standard Agreement)****SCOPE OF WORK****A. Purpose**

The mission of the 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 secure the services of a Certified Application Entity (hereinafter referred to as "Contractor") to facilitate the enrollment of Consumers into Qualified Health Plans offered by the Exchange as well as other insurance affordability programs. Contractor will retain Certified Application Counselors to provide consumers with enrollment assistance.

B. Background Clearance

If the Contractor must access any confidential information, this provision must be completed prior to implementing any portion of this scope of work.

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. Contractor shall bear all costs associated with obtaining clearance for each said employee.

C. Amendment

Covered California may, at its sole discretion, extend the term of the contract for up to two years.

D. General Scope or Tasks

1. Contractor and all affiliated Certified Application Counselors shall perform all applicable requirements as set forth in in the California Code of Regulations, Title 10, Chapter 12, Article 11 (10 CCR § 6850, et al.) and 45 C.F.R. § 155.225.

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2. 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 sub-contract 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.
3. Contractor shall disclose all conflicts of interest as required by 10 CCR § 6866 and will comply with all conflict of interest standards as set forth therein.
4. Contractor 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 Covered California.
5. Contractor certifies that it will establish procedures to withdraw certification from any Certified Application Counselors who fail to comply with contractual requirements or any applicable laws and regulations.
6. Contractor will maintain a registration process and method to track the performance of its Certified Application Counselors.
7. Contractor shall ensure that its Certified Application Counselors take recertification training on an annual basis as directed by Covered California.
8. Contractor may authorize an individual to perform the duties of a Certified Application Counselor only if the individual:
 - a. Completes Covered California's certification training on all subjects as outlined in 10 CCR § 6860. Those subjects include, but are not limited to:
 - i. Qualified Health Plans (including the metal levels described at 45 C.F.R. § 156.140(b)), and how they operate, including benefits covered, payment processes, rights and processes for appeals and grievances, and contacting individual plans;

**Exhibit A
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- ii. The full range of insurance affordability programs, including Medicaid, the Children's Health Insurance Program, and other public programs;
- iii. The tax implications of enrollment decisions;
- iv. Eligibility requirements for premium tax credits and cost-sharing reductions, and the impacts of premium tax credits on the cost of premiums;
- v. Contact information for appropriate federal, state, and local agencies for consumers seeking additional information about specific coverage options not offered through Covered California;
- vi. Basic concepts about health insurance and Covered California; the benefits of having health insurance and enrolling through Covered California; and the individual responsibility to have health insurance;
- vii. Eligibility and enrollment rules and procedures, including how to appeal an eligibility determination;
- viii. Providing culturally and linguistically appropriate services;
- ix. Ensuring accessibility for people with any disability;
- x. Understanding differences among health plans;
- xi. Privacy and security standards applicable under 45 C.F.R. § 155.260 for handling and safeguarding consumers' personally identifiable information;
- xii. Working effectively with individuals with limited English proficiency, people with disabilities, people of any gender identity, people of any sexual orientation, and vulnerable, rural, and underserved populations;
- xiii. Customer service standards;
- xiv. Outreach and education methods and strategies;

**Exhibit A
(Standard Agreement)**

- xv. Applicable administrative rules, processes, and systems related to Covered California and its Qualified Health Plans (QHP); and
 - xvi. Procedures for assisting consumers with voter registration in compliance with 10 CCR § 6462.
-
- b. Discloses to Contractor (or to Covered California, if applicable) any relationships with Covered California's health issuers, insurance affordability programs, and potential conflicts of interest as set forth in 10 CCR § 6866.
 - c. Complies with the Covered California's privacy and security standards adopted consistent with 45 C.F.R. §155.260 and set forth in **Exhibit C**.
 - d. Agrees to act in the best interest of all consumers who receive assistance;
 - e. Either directly or through an appropriate referral to a Navigator or non-Navigator assistance personnel authorized under 45 C.F.R. §155.205(d) and (e) or §155.210, or to the Covered California call center authorized under §155.205(a), provides information in a manner that is accessible to individuals with disabilities, as defined by the Americans with Disabilities Act, as amended, 42 U.S.C. 12101 et seq. and section 504 of the Rehabilitation Act, as amended, 29 U.S.C. 794;
 - f. Enters into an agreement provided by Covered California or Contractor that outlines—at a minimum—roles and responsibilities; conflict of interest standards; training requirements; and privacy/security requirements.
 - g. Is recertified, on at least an annual basis, after successfully completing recertification training as required by Covered California.
-
7. Contractor shall ensure that its Certified Application Counselors perform the following functions:
- a. Provide information to consumers about the full range of QHP options and insurance affordability programs for which they are eligible, which includes providing fair, impartial, and accurate information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including QHPs; and helping

**Exhibit A
(Standard Agreement)**

consumers make informed decisions during the health coverage selection process;

- b. Assist consumers in applying for coverage in a QHP through Covered California and other insurance affordability programs;
- c. Facilitate enrollment of eligible consumers into QHPs and insurance affordability programs;
- d. Ensure that voter registration assistance is available in compliance with 10 CCR § 6462;
- e. Comply with any applicable federal or state laws and regulations;
- f. 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, 42 U.S.C. § 300gg-93, 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;
- g. Provide referrals to licensed tax advisers, tax preparers, or other resources for assistance with tax preparation and tax advice related to consumer questions about Covered California's 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;
- h. Inform the consumer that the Certified Application Counselor cannot choose a health insurance plan on the consumer's behalf;
- i. Inform the consumer that his or her personally identifiable information will be kept private and secure in accordance with the standards set forth in this Agreement and in 45 C.F.R. § 155.260;
- j. Inform the consumer that if the Certified Application Counselor cannot assist the consumer, he or she will refer the consumer to another Certified Application Counselor or the Covered California Call Center;
- k. Inform the consumer that the Certified Application Counselor will not charge a fee in exchange for performing the duties described in this section;

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1. Is a Certified Application Counselor affiliated with a Certified Application Entity;
 2. Conveyed all required information to the consumer in a language and manner which he or she understands; and.
 3. Obtained written authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill all duties.
- ii. Oral authorization shall be accompanied by a written attestation completed by the Certified Application Counselor affirming under penalty of perjury that the Certified Application Counselor:
1. Is a Certified Application Counselor affiliated with a Certified Application Entity;
 2. Conveyed all required information to the consumer in a language and manner which he or she understands; and.
 3. Obtained written authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill all duties.
- e. Inform the consumer that his or her authorization may be revoked at any time; and
- f. Maintain a record of the consumer's authorization for a minimum of ten (10) years.
9. Contractor and its Certified Application Counselors must not:
- a. Impose any charge on applicants or enrollees for application or other assistance related to Covered California;
 - b. Be a QHP;
 - c. 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 in a QHP or a non-QHP.

**Exhibit A
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- d. 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. The value of gifts provided to applicants and potential enrollees for purposes other than as an inducement for enrollment must not exceed nominal value, either individually or in the aggregate, when provided to that individual during a single encounter. The nominal value is equal to or less than \$15. Gifts of nominal value may not include beer, wine, liquor, cigarettes, tobacco, or lottery tickets. Gifts, gift cards, or cash may be provided for the purpose of providing reimbursement for legitimate expenses incurred by a consumer in an effort to receive application assistance, such as, but not limited to, travel or postage expenses;
- e. 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 Certified Application Counselor or designated organization 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;
- f. Initiate any telephone call to a consumer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the Certified Application Counselor or designated organization has a relationship with the consumer and so long as other applicable State and Federal laws are otherwise complied with.
- g. Mail the paper application for the consumer;
- h. Coach the consumer to provide inaccurate information on the application regarding income, residency, immigration status, and other eligibility criteria;

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- i. Coach or recommend one plan or provider over another;
 - j. Accept any premium payments from the consumer;
 - k. Input any premium payment information on behalf of the consumer;
 - l. Pay any part of the premium or provide any form of consideration to the consumer on behalf of the consumer;
 - m. Intentionally create multiple applications from the same household;
or
 - n. Invite, influence, or arrange for an individual whose existing coverage through an eligible employer-sponsored plan is affordable and provides minimum value to separate from employer-based group health coverage.
10. Certified Application Counselors shall include the following in a consumer's application to Covered California:
- a Name and certification number of the Certified Application Counselor;
 - b Name of the Certified Application Entity and the Certified Application Entity Number; and
 - c Signature and date of signature by the Certified Application Counselor.
11. 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 C.F.R. §§ 155.205(c)(2) and 155.225, Contractor and its Certified Application Counselors shall:
- a. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in their service area, including each group's

**Exhibit A
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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 to ensure meaningful access. 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 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.
12. To ensure that Consumer Assistance is accessible to people with disabilities, Contractor and its Certified Application 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, where necessary for 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;

**Exhibit A
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- 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 legally 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 support programs when appropriate.
13. To ensure that no consumer is discriminated against, Contractor and its Certified Application 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.

Contractor shall require its Certified Application Counselors to report to Covered California any subsequent arrests for which they have been released on bail or personal recognizance and criminal convictions, in accordance with 10 CCR § 6456(c), and administrative actions taken by any other agency, within 30 calendar days of the date of the arrest or final administrative action order.

E. Project Representatives

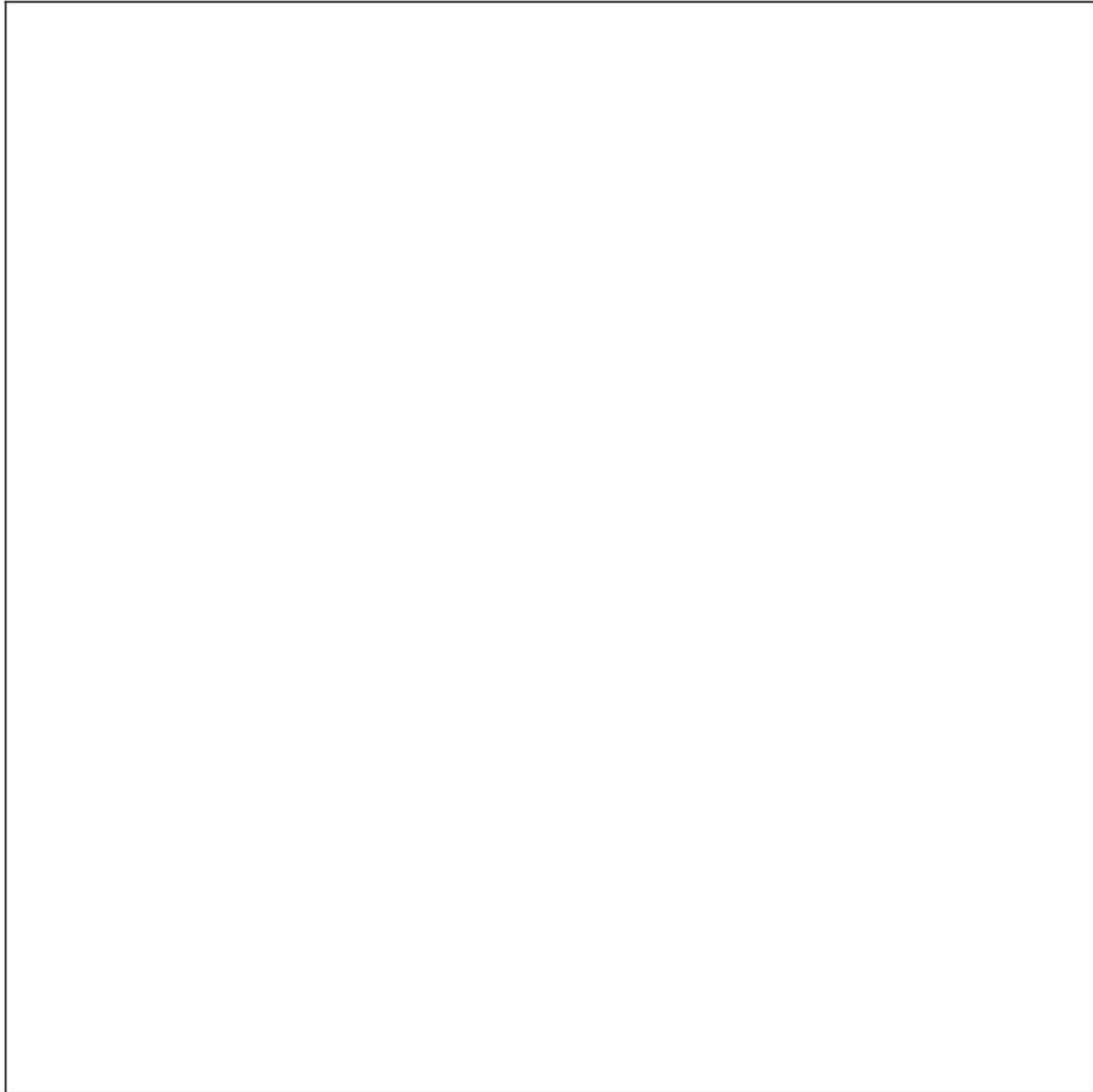
The representatives for this project, during the term of this Agreement, shall be:

Covered California Representative:	Contractor Representative:
Angela Gilliam Covered California 1601 Exposition Blvd. Sacramento, CA 95815 (916) 916-281-2491 T angela.gilliam@covered.ca.gov	Lily Caravello 737 S. State Street Ukiah, CA 95482 1(707) 467-5907 caravellol@mendocinocounty.gov

Exhibit A
Attachment 1

**Compliance with Conflict of Interest Standards California Code of Regulations,
Title 10 Investment, Section 6866**

1. Disclose any lines of insurance business not covered by the restrictions on participation and prohibitions on conduct in Section D of Exhibit A, which the entity or individual intends to sell while carrying out consumer assistance functions. If there is nothing to disclose, state that there is nothing to disclose.




(Attach additional sheets as needed)

- 2. Disclose 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 employment relationships between a 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. If you do not have anything to disclose you must state that below.

(Attach additional sheets as needed)

3. Disclose 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. If you do not have anything to disclose you must state that below.



(Attach additional sheets as needed)

**EXHIBIT B
(Standard Agreement)****GENERAL TERMS AND CONDITIONS****A. Definitions**

1. "May" means an action that is discretionary, optional, or permissive.
2. "Must" means the same as "shall" and indicates a mandatory obligation or conduct; not optional, permissive, nor discretionary
3. "Shall" means the same as "must" and indicates a mandatory obligation or conduct; not optional, permissive, nor discretionary.
4. "Should" means a strongly recommended or expected course of action unless inappropriate for a circumstance; not mandatory.
5. "Will" means a required future action or result.

B. Approval

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

C. 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.

D. Audit

Contractor agrees that the awarding department ("Covered California"), the California State Auditor, 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).

**EXHIBIT B
(Standard Agreement)****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:

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

**EXHIBIT B
(Standard Agreement)**

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 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

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(Standard Agreement)**

- 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:
 - 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

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(Standard Agreement)**

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

1. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Covered California determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Covered California shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Covered California.

H. Termination without Cause

This Agreement may be terminated without cause by Covered California upon 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.

**EXHIBIT B
(Standard 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, retaliate, or allow discrimination, harassment, or retaliation against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, genetic information, gender, gender identity, gender expression, military or veteran 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, harassment, and retaliation. 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. 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, Cal. Code of Regs. sec. 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4.1 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.

**EXHIBIT B
(Standard Agreement)**

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

Contractor and subcontractors must provide prompt notice to Covered California's Equal Employment Opportunity (EEO) Office of any allegations it becomes aware of regarding workplace discriminatory, harassing, or retaliatory conduct involving a Covered California employee, applicant, unpaid intern, visitor, or volunteer. Covered California's EEO Office's contact information is as follows:

Email: EEO@covered.ca.gov
Fax: (916) 228-8909

To the extent that this Agreement falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention regarding accessibility of its products or services.

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 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.

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(Standard 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.)
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.

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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.

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

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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 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

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(Standard Agreement)**

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.

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

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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 \$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.

EXHIBIT B
(Standard Agreement)**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 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

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(Standard Agreement)**

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.

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)

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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.

By signing this Agreement, the Contractor shall provide proof of a current or valid license, authority, certificate, or registration by the appropriate regulatory or licensing entity as a condition of eligibility to be registered as a Certified Entity. (California Code of Regulations, 10 CA ADC § 6852)

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.

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

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(Standard Agreement)**

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 B
(Standard Agreement)****GG. 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.

HH. 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.

II. 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.

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

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3. Within 30 days of ceasing to be such a consultant to Covered California (Leaving Office Form 700).

JJ. 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.

KK. California Consumer Privacy Act (CCPA)

Contractor shall comply with the California Consumer Privacy Act of 2018 (California Civil Code section 1798.100, et al.) if it is subject to the CCPA. Contractor shall provide its consumers with all rights afforded by the CCPA and shall honor those rights whenever its consumers exercise them. Contractor shall also provide any notices to consumers when required. Failure to comply with the CCPA authorizes Covered California to terminate this Agreement for cause under Section G of this Exhibit.

EXHIBIT C
(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 155.280 (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 a confirmed "breach of the security of the system" as such term is specifically-defined within the CA Information Practices Act [CA Civ. Code §1798.29(f)].
2. **Disclosure:** The release, transfer, provision of access to, or divulging in any other manner of PII outside the entity holding the information.
3. **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

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matters, and medical or employment history. It includes statements made by, or attributed to, the individual [CA Civ. Code §1798.3].

4. 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 Personal Information (PI) and Protected Health Information (PHI).
5. 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.
6. Privacy Incident: 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
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.)

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.

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(Standard Agreement)

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):
 - i. Individual access. Individuals shall be provided with a simple and timely means to access and obtain their PII in a readable form and format;
 - ii. 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;
 - iii. Openness and transparency. Contractor shall be open and transparent regarding its policies, procedures, and technologies that directly affect individuals and/or their PII;
 - iv. Individual choice. Individuals shall be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their PII;
 - v. 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;
 - vi. 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;
 - vii. 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,
 - viii. 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.

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(Standard Agreement)

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 [CA Civ. Code §1798].
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. Should Covered California determine Contractor to be a Covered Entity or Business Associate as specifically-defined within HIPAA, Contractor shall at all times comply with applicable privacy and information security obligations imposed under HIPAA pertaining to any PII subject to this Agreement.
4. Fingerprinting and Background Checks. (CA Gov. Code Section 1043).
 - a. Before any individual who provides services related to this Agreement may access PII, including but not limited to any employee, subcontractor or other person, Contractor must ensure that any such individual shall agree to a criminal background check, which shall be conducted by Covered California in accordance with California 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.
 - b. Background check records shall be maintained by Covered California for so long as any such individual is employed with Contractor or, if applicable, Contractor's subcontractor plus a period of no less than five (5) years thereafter. Contractor shall provide Covered California with a list of any such individuals subject to this requirement and shall provide, update and notify Covered California of any personnel changes involving any such individuals via e-mail at backgroundchecks@covered.ca.gov.

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- c. 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.
5. 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 been provided privacy and security awareness training prior to accessing PII.
 - b. Contractor shall provide annual privacy and security awareness training to the aforementioned individuals no less than once per year thereafter.
 - c. 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.
 - d. Contractor shall retain the aforementioned certifications for a period of five (5) years and shall provide the copies upon request during this time.
 - e. Upon reasonable request by Covered California, Contractor shall ensure that the aforementioned individuals subject to the above-referenced training requirements are enrolled in and participate in privacy and security awareness training provided by Covered California. Privacy and security awareness training provided by Covered CA shall be provided in an online format, free-of-charge and, upon reasonable request, Contractor shall cooperate in good-faith with Covered California to ensure that any such individuals are provided access.
 - f. 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 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.

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- 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 the Contractor, Contractor shall within five (5) calendar days forward such request to Covered California.

E. General Safeguards and Security Controls

1. General Safeguards: 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 the Exchange;
 - b. Personally Identifiable Information is only used by or disclosed to those authorized to receive or view it;
 - c. Personally Identifiable Information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
 - d. Personally Identifiable Information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
 - e. Personally Identifiable Information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules.
2. Security Controls:

**EXHIBIT C
(Standard Agreement)**

a. Electronic PII

i) Encryption. Contractor shall encrypt all PII that is in motion or at rest, including but not limited to data on portable media devices, laptops and workstations, with FIPS 140-2 compliant encryption, including but not limited to any PII transmissions which occur via website access, file transfer or e-mail. Encryption protocols implemented by Contractor shall at all times be consistent with the National Institute for Standards and Technology ("NIST") security controls concerning the protection of PII. The aforementioned encryption requirement shall at all times be applicable to PII transmissions both within and outside of Covered California's secure internal network and may be fulfilled either through network-level end-to-end encryption or the encryption of any data files containing PII.

ii) 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 Agreement. 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.

iii) Log-In Credentials. Contractor shall at all times ensure that each individual user of any Exchange 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 within 24 hours.

iv) Server Security. Servers must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

v) Minimum Necessary. Only the minimum necessary amount of PII required to perform necessary business functions may be copied, downloaded, or exported.

vi) Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

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- vii) Access Controls. The system providing access to PII must use role based access controls for all user authentications, enforcing the principle of least privilege.
- b. Paper-Based PII:
- i) Supervision of Data. PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. PII in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- ii) Escorting Visitors. Visitors to areas where PII is contained shall be escorted and PII shall be kept out of sight while visitors are in the area.
- iii) Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding and pulverizing in accordance with Covered California secure document destruction protocols.
- iv) Removal of Data. PII must not be removed from the premises of the Contractor except with express written permission of the Exchange.
- v) Faxing. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- vi) Mailing. Mailings of PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings which include 500 or more individually identifiable records of PII in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Covered California to use another method is obtained.

F. Single Point of Contact

1. Contractor shall designate one (1) individual to serve as the single point of contact ("SPOC") in matters pertaining to Contractor's information security and privacy program and the implementation of the requirements set forth herein. The name and contract information of the aforementioned SPOC shall be submitted to the Covered California Information Security and Privacy Offices via e-mail at, respectively:

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informationsecurity@covered.ca.gov; and
privacyofficer@covered.ca.gov

no later than sixty (60) days following the Effective Date of this Agreement.

2. The SPOC may, in his or her discretion, delegate project-related tasks to other individuals but shall at all times remain responsible for ensuring compliance with the security and privacy-related requirements specified within this Agreement and for communicating with the Covered California Information Security and Privacy Offices in security and privacy-related matters.
3. To ensure compliance with Exchange security and privacy standards specified herein, Contractor's SPOC shall complete and submit a copy of the Covered California Annual Security and Privacy Attestation ("SPA") attached and incorporated herein by reference as Attachment 1. Contractor's Annual SPA shall be due no later than one (1) year following the Effective date of this Agreement, then annually thereafter.

G. 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. The implementation of consumer rights as required by this Exhibit;
 - b. Reasonable safeguards as required by this Exhibit;
 - c. Contractor's processes for monitoring, periodically assessing, and updating security controls to ensure the continued effectiveness of those controls; and
 - d. The training of Contractor's employees, agents and subcontractors.
2. Upon request, Contractor shall provide Covered California with copies of any such policies and procedures adopted by Contractor to meet its obligations under this Agreement. Should Covered California determine any such policies and procedures to be insufficient, Contractor agrees to cooperate in good faith to incorporate appropriate revisions required by Covered California to bring any such policies and procedures into compliance.

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3. Contractor agrees to apply appropriate sanctions against any of its workforce members who fail to comply with its privacy policies and procedures or the provisions specified herein.

H. 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 the Exchange. Contractor shall take reasonable steps to ensure compliance with the terms of this Agreement by any such individuals.
2. Contractor agrees to enter into written contracts with its agents and contractors that obligate such agents or subcontractors to abide by the same privacy and security standards and obligations that Contractor has agreed to in this Agreement.
3. Upon reasonable request by Covered California, Contractor shall provide copies of any written agreements or contracts entered into between Contractor and its agents or subcontractors to fulfill the privacy and security-related obligations specified herein.

I. Privacy & Security Incidents; Breaches

1. Contractor shall immediately report to the Covered California Privacy Officer at PrivacyOfficer@covered.ca.gov any actual or suspected Privacy or Security Incidents involving PII created or received under this Agreement. Contractor's report ("Initial Report") shall be provided on that certain Privacy & Incident Intake Form, developed by the Covered California Privacy Office and attached and incorporated by reference herein as Attachment 2. Contractor's Initial Report shall, to the maximum extent possible, include the following information to the extent it is 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; and

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- e. 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. Following the submission of its 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.
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. Unless an extension is granted by Covered California, Contractor will prepare and submit a follow-up report ("Final Report") within 15 days of submitting its Initial Report. Contractor's Final Report shall be submitted to the Covered California Privacy Office on the same Privacy & Security Incident Intake Form used for the submission of Covered California's Initial Report
5. Within its Final Report, Contractor shall describe the results of its investigation, as well as any facts uncovered through the same. Contractor shall make any and all reasonable efforts to obtain the information requested within the Privacy & Security Incident Intake Form and shall provide an explanation if any information requested cannot be obtained.
6. Contractor's Final Report shall likewise include a corrective action plan which describes the steps to be taken to prevent any future reoccurrence of the incident.
7. Contractor shall cooperate with Covered California in developing content for any public statements and shall not give any public statements regarding any Privacy or Security Incident involving Covered California enrollees without the express written permission of Covered California.
8. If the Privacy Incident is determined to have resulted in a Breach attributable to Contractor or its agents or subcontractors, Contractor shall:
 - a. Be fully responsible for providing breach notifications to consumers as required under applicable laws;

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- b. Pay any costs associated with any 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.
9. If Contractor determines that a Privacy Incident has not resulted in a Breach, it shall document its assessment and provide such documentation to Covered California within one week of completing its final report. Notwithstanding the foregoing, Covered California reserves the right to reject Contractor's assessment and direct Contractor to treat the incident as a Breach.

J. Risk Classification & Assessment

1. Covered California may, in its discretion, assign a tier-based risk classification to the disclosure of PII to Contractor under this Agreement.
2. Determinations as to Contractor's risk-classification tier shall be made by Covered CA in its sole discretion and Contractor shall be notified of Contractor's risk-classification prior to the execution of this Agreement and during this Agreement if it changes. Contractor's risk-classification tier shall be provided to the SPOC appointed by Contractor within Para. F above.
3. Based on the applicable risk-classification, Contractor acknowledges and agrees that Covered California may impose additional privacy and information security-related obligations, which may include but need not be limited to an annual attestations or annual security assessments.
4. Contractor shall at all times cooperate in good faith with Covered California in the provision of any information needed by Covered California to ascertain Contractor's risk classification or the above-referenced security-related documentation.

K. 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

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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.

L. 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.

M. 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.
 - d. A failure of Covered California to exercise any of these options shall not constitute a waiver of its rights under this Agreement.
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 D
(Standard Agreement)****MARKETING AND BRANDING GUIDELINES**

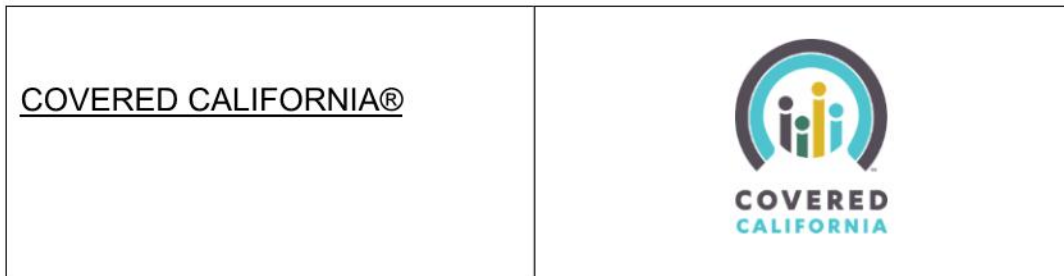
All references to the California Health Benefit Exchange (the Exchange) or Covered CA refer to Covered California.

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.

**Exhibit D
(Standard Agreement)**

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 D
(Standard Agreement)**

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

**Exhibit D
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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.

**Exhibit D
(Standard Agreement)****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.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Rachel Bel-Elliott
DEPARTMENT HEAD

Date: 8/6/24

Budgeted: No
Budget Unit: N/A
Line Item: N/A
Org/Object Code: N/A
Grant: No
Grant No.: 'N/A'

CONTRACTOR/COMPANY NAME

By: See Page 2
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Covered California
1601 Exposition Blvd.
Sacramento, CA 95815
(916) 281-2491
angela.gilliam@covered.ca.gov

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 09/10/2024

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 09/10/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 09/10/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Charlotte Scott
COUNTY COUNSEL

Date: 08/05/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 08/05/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 08/05/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed 'N/A'
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: State Entity