

Contract No. EW33965-01

INDEPENDENT CONTRACTOR AGREEMENT

This Contract is entered into this 1st day of May 2014, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MONTEREY COUNTY through its DEPARTMENT OF SOCIAL SERVICES, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results:

- A. Conduct outreach and education contacts for Covered California programs in compliance with and as described in Attachment A: Scope of Work for the County of Santa Cruz Human Services Department.
- B. Comply with the Covered California requirements described in Attachment C: Covered California Standard Agreement.
- C. Conduct the number of outreach and/or education contacts as outlined in Attachment D: Outreach and Education Methods Worksheet.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- A. Reimbursement of program costs not to exceed \$34,182 in accordance with Attachment B: Budget and on the basis of suitable monthly report, receipt of invoice, and approval of project manager.

3. **TERM.** The term of this Contract shall be: May 1, 2014 through December 31, 2014.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Sections 5 and 6 of this document shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as

respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts.
- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- (3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
(a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, and on behalf of, the named insured's performance under its/his/her/their contract with the County of Santa Cruz."

(3) If any insurance policy of CONTRACTOR required by this document includes language conditioning the insurer's legal obligation to defend or indemnify COUNTY on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the foregoing, both the CONTRACTOR and its insurers agree that by naming the County of Santa Cruz as a named insured, the COUNTY may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.

(4) CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-

insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COUNTY or any additional insured.

(5) All required insurance policies shall be endorsed to contain the following clause:
“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

**Santa Cruz County
Human Services Department
Attn: Gary McNeil
P.O. Box 1320
Santa Cruz, CA 95061**

(6) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County
Human Services Department
Attn: Gary McNeil
P.O. Box 1320
Santa Cruz, CA 95061**

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

8. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of

CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. **CONFIDENTIALITY.** CONTRACTOR shall use any client information provided by the COUNTY, or by the client, only for the purpose of administering the state assistance program supported by this agreement. The improper use or disclosure of confidential case information for any other purpose is a misdemeanor under California Welfare & Institutions Code Section 10850. CONTRACTOR shall inform all of their employees of the requirements concerning confidentiality in the handling of client information. The COUNTY may take further steps to ensure CONTRACTOR'S awareness of the provisions of California Welfare and Institutions Code Section 10850, and may require that CONTRACTOR have employees sign acknowledgment of their understanding of said statute and its provisions.

The CONTRACTOR awarded funds under this contract will maintain all information gathered pertaining to program participants in a secure environment in order to ensure the participant's right to confidentiality, and the CONTRACTOR will not release such information to any third party who is not directly responsible for management of the participant's state assisted program activities without the prior written consent of the participant. Confidentiality procedures will be followed as outlined in the attached County of Santa Cruz Human Services Department Medi-Cal Data and Security Confidentiality Agreement.

15. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Monterey County

**Santa Cruz County Human Services
Department**

By: _____
SIGNED
Elliott Robinson, Director
PRINTED

By: _____
SIGNED
Cecilia Espinola, Human Services Director
PRINTED

Monterey County Department of Social Services

APPROVED AS TO INSURANCE:

Address: 1000 S. Main Street Ste. 301
Salinas, CA 93901

Risk Management

APPROVED AS TO FORM:

Telephone: (831) 755-4448

Fax: (831) 755-8477

Email: robinsonec@co.monterey.ca.us

Assistant County Counsel

ATTACHMENTS:

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C - Covered California Standard Agreement
- Attachment D– Outreach and Education Worksheet
- Attachment E - Assurance of Compliance with Non-Discrimination
- Attachment F – Medi-Cal Data Privacy and Security Confidentiality Agreement
- Attachment G - Cost Allocation Plan Certification (Non-Profit)

SCOPE OF WORK May 1, 2014 – December 31, 2014**Covered California Outreach and Education Grant Sub-Grantee Agreement****Name of Contractor:** Monterey County**Purpose of Agreement**

Consistent with the provision of the Covered California Outreach and Education Grant awarded to the Santa Cruz County Human Services Department (HSD), the Covered California sub-grantees will be responsible for the outreach and education activities to the uninsured living in the Central Coast counties of Monterey, Santa Cruz, and San Benito who would be eligible for coverage through California's Health Benefit Exchange. The primary focus is on those whose family incomes fall between 138% and 400% of the FPL and a secondary focus on those earning over 400%.

I. Planned Performance:

Full Grant Term (May 1, 2014 – December 31, 2014)	
Total Budget	\$34,182
Minimum Outreach and Education Contacts (additional contacts allowed)	
Total Outreach Contacts	150
Total Education Contacts	400

II. Definitions

The California Health Benefit Exchange administers Covered California. Covered California will offer a market place of health care coverage options in conjunction with income-based advanced premium tax credits and cost sharing reductions to individuals and families with incomes above the upper limits for the programs offered by the Department of Health Care Services (DHCS) such as Medi-Cal.

Outreach Messaging is defined as the provision of a brief set of information and message points intended to increase awareness among the target audience. Outreach messages are expected to take 5 minutes or less to complete, depending on the delivery channel and materials used. The outreach messaging activity must include a request to fill out a form to receive upcoming information.

Education Messaging is defined as the provision of in-depth program information and message points to increase understanding of health insurance opportunities offered by Covered

California, eliminate barriers, link target audiences to take the next step and enroll. Educations may take up to 15 minutes to complete, depending on the message points, format and collateral materials used. Messages are designed to provide eligible consumers or small businesses with program information, eliminate barriers, link them to enrollment and assistance resources and motivate them to enroll in coverage. The education session will last approximately 10-15 minutes.

Collateral Materials are defined as the required marketing materials that will be made available by Covered California and must be used for outreach and education messaging.

III. Contractor agrees to:

- Comply with all aspects of the contract and the California Health Benefit Exchange Contract Agreement Exhibits A – F, incorporated herein and included in this agreement as Attachment C.
- Participate in the development of the outreach and education plan required for submission within 30 days of Agreement to California Health Benefit Exchange.
- Comply with elements of the method worksheet included in the grant application, incorporated herein and included in this agreement as Attachment D.
- In the event contractor wishes to develop their own material that references Covered California and is distributed with Covered California resources, it will be subject to review and approval by Covered California. Items requiring review must be submitted through HSD.
- Comply timely with established reporting requirements as deemed necessary by HSD and Covered California.
 - Report on Outreach and Education activities and customer leads will be reported in a format and within timeframes required by Covered California.
 - Monthly Invoices in a form approved by HSD must be submitted to HSD by the 5th of the following month along with supporting documentation. Invoices submitted after the 5th of the month will be processed in the following month.
- Attend and participate in the meetings of the Central Coast Exchange for Outreach and Education Collaborative.
- Submit items for the master calendar to be published quarterly.

IV. The County of Santa Cruz Human Services Department (HSD) agrees to:

- Submit all reports as required by Covered California as the lead agency for the Central Coast Exchange for Outreach and Education.
- Monitor individual partner, county-level and overall progress in meeting defined deliverables.

- Develop a “secret shopper” model to conduct spot checks for compliance.
- Organize and facilitate meetings of the Central Coast Exchange for Outreach and Education Collaborative Steering Committee.
- Organize and facilitate meetings of the Central Coast Exchange for Outreach and Education Collaborative to review data, share best practices and discuss barriers and challenges.
- Produce a master outreach and education calendar to be published quarterly.
- Submit outreach and education materials created by a subcontractor to Covered California for review and approval.

Attachment B

Contractor: Monterey County				
Covered California Outreach and Education Grant Budget				
Grant Period: May 1, 2014 - December 31, 2014				
		May 2014 - December 2014	Total	
Personnel				
Social Services Aides Salary		\$ 18,011.00	\$ 18,011.00	
Benefits		\$ 11,044.00	\$ 11,044.00	
Indirect Cost Rate		\$ 5,127.00	\$ 5,127.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Total		\$ 34,182.00	\$ 34,182.00	

Budget modifications may be submitted in writing, and must be approved by County and by Covered CA. Under the Master Grant Agreement, amounts may be transferred from one line item to another, or to new line items, so long as the modification is approved, and the modification does not result in expenditures that exceed the contract amount.

Attachment C

Covered California Standard Agreement

Copy of

California Health Benefit Exchange/Santa Cruz County Human Services Department

Agreement Number 12-E9122

MOU Attachment A

**EXHIBIT A
(Standard Agreement)**

This Subgrant Agreement is made this 1st day of July, 2013 between the State of California, acting by and through the California Health Benefit Exchange, hereafter referred to as the —Exchange” and Santa Cruz County Human Services Department, an entity duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as the —Grantee.”

I. Project Summary:

The goal of this Subgrant is to help Californians through outreach and education activities for the purposes of increasing awareness and understanding of health coverage options, promoting the value of purchasing health coverage, changing attitudes, and motivating individuals to take the next step to enroll. Whereas the funds awarded by the Exchange for purposes of this agreement derive from Federal grants awarded to the Exchange, and whereas, the activities performed under this agreement are for the benefit of Californians, and not the Exchange, this agreement is a subgrant subject to federal and state compliance requirements.

II. Definitions:

- A. **Education:** Subgrantee activities directed towards the delivery of in-depth messages designed to provide eligible consumers with program information about their possible subsidy eligibility, eliminate barriers, link them to enrollment and assistance resources, including the use of an on-line calculator, and motivate them to enroll in coverage. Education sessions shall last approximately 10-15 minutes.
- B. **Exchange:** All references to the Exchange refer to the California Health Benefit Exchange. The Exchange may operate as the Exchange or as Covered California in its sole discretion.
- C. **Grant Program Administrative System:** The web-based interface for the Subgrantee to use when reporting on outreach and education activities.
- D. **Outreach:** Subgrantee activities directed towards raising awareness about the opportunities for affordable health insurance offered by the Exchange and promoting the value of having coverage. This percentage may be modified with agreement from the Exchange. Outreach activities shall last between 1-5 minutes on average.

EXHIBIT A
(Standard Agreement)**III. Scope of Work:**

- A. Subgrantee shall use best efforts to achieve the goals and objectives in the Approach to Statement of Work – Attachment 1. Any modifications to the activities identified by Subgrantee in the Approach to the Statement of Work – Attachment 1 shall be requested in writing by either party with at least 30 days advance notice.
- B. Subgrantee shall use best efforts to perform the Outreach and Education activities for the number of Households, as defined in 42 CFR § 435.603(f), in the Work Plan – Attachment 2. Subgrantee shall use best efforts to provide the Exchange with the contact information of at least half of the Households that receive Education services. The Exchange shall use best efforts to provide guidance and technical assistance to Subgrantee in order to achieve these goals. Subgrantee acknowledges and understands that failure to perform these activities may result in a reduction in the grant award amount or a termination of this Agreement at the sole discretion of the Exchange. Any modifications to the activities in the Work Plan – Attachment 2 shall be requested in writing by either party with at least 3 days advance notice. Modifications may result in a corresponding adjustment to the grant award amount, at the sole discretion of the Exchange.
- C. All entities and individuals performing Outreach and Education under this Agreement shall comply with the following:
1. Code of Conduct requirements in paragraph IV of this Exhibit;
 2. Training and Certification requirements in paragraph V of this Exhibit;
 3. Culturally and Linguistically Appropriate Services (CLAS Standards) in paragraph VI of this Exhibit;
 4. Standards Ensuring Access by Persons with Disabilities in paragraph VII of this Exhibit;
 5. Quality and Performance Standards in paragraph VIII of this Exhibit;
and
 6. Consumer Messaging Standards in paragraph IX of this Exhibit.

IV. Code of Conduct

- A. Subject to paragraph VIII, Exhibit C, when performing Outreach and Education activities under this Agreement, Subgrantee shall
1. Provide information and services in a fair, accurate and impartial manner;
 2. Provide information to consumers about the full range of Qualified Health Plan (QHP) options and insurance affordability programs;
 3. Act in a professional and courteous manner;

**EXHIBIT A
(Standard Agreement)**

4. Use the messaging standards approved by the Exchange and described in paragraph IX of this Exhibit;
5. Not accept direct or indirect consideration from any source for referrals, including, but not limited to Assistors and agents licensed by the California Department of Insurance;
6. Dress professionally and wear the badge issued by the Exchange at all times when providing consumer assistance; and
7. Refrain from making partisan political comments.

V. Training and Certification

- A. All individuals or entities who carry out consumer assistance functions shall be prepared to serve both the Individual and Small Business Health Options Program (SHOP) Exchanges administered by the Exchange pursuant to California Government Code § 100500 et seq.
- B. All individuals or entities who carry out consumer assistance functions, shall complete training and continuing education in the following subjects prior to carrying out any consumer assistance functions:
 1. QHPs (including the metal levels described at 45 CFR 156.140(b)), and how they operate, including benefits covered, payment processes, rights and processes for appeals and grievances, and contacting individual plans;
 2. The range of insurance affordability programs, including Medicaid, the Children's Health Insurance Program (CHIP), and other public programs;
 3. The tax implications of enrollment decisions;
 4. Eligibility requirements for premium tax credits and cost-sharing reductions, and the impacts of premium tax credits on the cost of premiums;
 5. Contact information for appropriate federal, state, and local agencies for consumers seeking additional information about specific coverage options not offered through the Exchange;
 6. Basic concepts about health insurance and the Exchange; the benefits of having health insurance and enrolling through an Exchange; and the individual responsibility to have health insurance;
 7. Eligibility and enrollment rules and procedures, including how to appeal an eligibility determination;
 8. Providing culturally and linguistically appropriate services;
 9. Ensuring physical and other accessibility for people with a full range of disabilities;
 10. Understanding differences among health plans;

**EXHIBIT A
(Standard Agreement)**

11. Privacy and security standards applicable under 45 CFR § 155.260 for handling and safeguarding consumers' personally identifiable information;
 12. Working effectively with individuals with limited English proficiency, people with a full range of disabilities, and vulnerable, rural, and underserved populations;
 13. Customer service standards;
 14. Outreach and education methods and strategies; and
 15. Applicable administrative rules, processes and systems related to Exchanges and QHPs.
- C. All entities and individuals performing Outreach and Education activities, shall
1. Complete the continuing education provided by the Exchange including, but not limited, to:
 - i. Updates and special topic trainings, provided through webinars, forums and meetings;
 - ii. Quarterly Subgrantee regional meetings and trainings;
 - iii. Annual Subgrantee training, convening's or meetings; and
 - iv. Information provided in communications from the Exchange, including emails, letters of instruction, and newsletters.
 2. On at least an annual basis,
 - i. Pass the exam administered by the Exchange; and
 - ii. Be certified and/or recertified.

VI. Culturally and Linguistically Appropriate Services (CLAS Standards)

- A. 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, any entity or individual carrying out the functions of this Agreement shall:
1. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in their service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs;
 2. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary languages spoken;
 3. 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

**EXHIBIT A
(Standard Agreement)**

- appropriate services only when requested by the consumer as the preferred alternative to an offer of other interpretive services;
4. 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;
 5. Receive ongoing education and training in culturally and linguistically appropriate service delivery; and
- B. The Subgrantee shall
- A. 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.
 - B. Inform the Exchange of any changes in the Subgrantee's capacity to deliver Culturally and Linguistically Appropriate Services.

VII. Standards Ensuring Access by Persons with Disabilities

- A. To ensure that consumer assistance is accessible to people with disabilities, any entity or individual carrying out any consumer assistance functions shall:
1. 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;
 2. 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;
 3. Provide assistance to consumers in a location and in a manner that is physically and otherwise accessible to individuals with disabilities;
 4. Ensure that legally authorized representatives are permitted to assist an individual with a disability to make informed decisions;
 5. Acquire sufficient knowledge to refer people with disabilities to local, state, and federal long-term services and supports programs when appropriate;
 6. Be able to work with all individuals regardless of age, disability, or culture, and seek advice or experts when needed; and
 7. Provide oral and written notice to people with disabilities informing them of their right to receive assistance to access services and how to obtain them.

EXHIBIT A
(Standard Agreement)**VIII. Quality and Performance Standards**

A. Reporting: The Subgrantee shall submit the following reports into the Grant Program Administrative System:

1. Outreach and Education Activity Report: Within 48 hours after each activity, the Subgrantee shall report the following information into the Grant Program Administrative System:
 - i. Date of Activity;
 - ii. Time;
 - iii. Activity Type;
 - iv. Location of Activity – County and City;
 - v. Venue Type;
 - vi. Venue Name;
 - vii. Event Host;
 - viii. Event Sponsor;
 - ix. Number of Outreach completed;
 - x. Number of Education completed;
 - xi. Number of Households whose contact information was provided to the Exchange;
 - xii. Number of Attendees;
 - xiii. Ethnicities Reached;
 - xiv. Languages Spoken at Activities;
 - xv. Special Demographics reached;
 - xvi. Type of Collateral Distributed;
 - xvii. Quantity of Collateral Distributed;
 - xviii. Staff at Activity;
 - xix. Marketing Feedback;
 - xx. Media Attendance; and
 - xxi. Images of Activity
2. Quarterly Reports: Subgrantees shall submit quarterly reports due to Covered California by the 20th of the following month for the prior three months, beginning October 20, 2013. Quarterly Reports shall be in a format as determined by the state and shall include, but not be limited to, the following:
 - i. Progress towards meeting the Scope of Work in paragraph III of this Exhibit;
 - ii. Description of barriers, challenges and successes;
 - iii. Identification of need for technical assistance or additional training; and
 - iv. Feedback received from consumers about the Exchange.
3. The Subgrantee shall submit additional ad hoc reports upon request of the Exchange.

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(Standard Agreement)

- B. **Monitoring and Quality Assurance:** The Subgrantee shall ensure compliance with program standards, applicable laws and regulations, and quality service through the following:
1. Cooperating with all mandated monitoring and evaluation activities, including, but not limited to, site visits on a monthly basis or, as necessary, in a frequency determined by the Exchange.
 2. Establishing an internal system to monitor and evaluate the performance and compliance of personnel responsible for performing the activities contained within this Agreement, including subgrantees/subcontractors.
 3. Conducting due diligence by monitoring the attitude, conduct, and professionalism of employees who perform activities included in this Agreement.
 4. Immediately reporting instances of non-compliance and specifying plans for corrective action to the Exchange.
 5. Immediately reporting concerns related to conflicts of interest, fraud, or violations of program standards to the Exchange.
 6. Removing any employee from assignment to the activities within this Agreement should the Exchange deem him or her as no longer eligible to perform under this Agreement.

IX. Consumer Messaging

- A. The Subgrantee shall only utilize approved collateral materials (i.e. brochures, postcards, and flyers) and non-consumables (i.e. tablecloths, banners and signs) with the Exchange's branding when conducting Outreach and Education activities.
- B. Any collateral materials developed by Subgrantees shall be reviewed and approved by the Exchange prior to public release.
- C. Exchange materials shall represent at least 80% of table top space during Outreach and Education activities.
- D. The Exchange shall provide the Subgrantee with collateral materials and non-consumables in limited quantities, free of charge.
 1. The Subgrantee shall order and track collateral materials from the Exchange.
 2. The Subgrantee shall maintain adequate supply levels of collateral materials at all times.

EXHIBIT A
(Standard Agreement)

3. The Subgrantee shall maintain compliance with established policies regarding the ordering and use of collateral materials.
 4. The Exchange shall provide the Subgrantee replacements of non-consumables as needed due to normal wear and tear. If non-consumables need replacement as the result of negligence, Subgrantee shall be solely responsible for the costs of replacing the item(s).
- E. At the end of the contract period, the Subgrantee shall return all non-consumables to the Exchange.

**EXHIBIT B
(Standard Agreement)****BUDGET DETAIL AND PAYMENT PROVISIONS****I. Invoicing and Payment:**

- A. The maximum amount payable under this agreement shall not exceed \$500,000. Shown below are the amounts that cannot be exceeded for each state fiscal year.

2013/2014: \$ 342,769

2014/2015: \$ 157,231

- B. For actual expenses of activities as outlined in Attachment 3 – Budget Plan satisfactorily performed, and upon receipt and approval of the invoice(s), the Exchange agrees to pay the Subgrantee based on a monthly schedule for performance of successfully documented activities.
- C. Invoices shall include the Agreement Number and CFDA Code 93.525 and shall be submitted monthly in arrears through the Grant Program Administrative System (GPAS) no later than the 10th day of each month.
- D. Invoices shall:
1. Be entered into the GPAS and electronically signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
 2. Identify the billing and/or performance period covered by the invoice in a format provided by the Exchange or its designee.
 3. Itemize the costs for the billing period in the same or greater level of detail as indicated in this Agreement. Only those costs and/or cost categories expressly identified as allowable in this agreement may be reimbursed.
 4. Any invoices submitted without the above-referenced information may be returned to the Subgrantee for further re-processing.

II. Budget Contingency Clause:

- A. It is mutually agreed that if the Exchange Board for the current year and/or any subsequent years covered under this Agreement does not approve sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Exchange shall have no liability to pay any funds whatsoever to Subgrantee or to furnish any other considerations under this Agreement and Subgrantee shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B
(Standard Agreement)

- B. If funding for any fiscal year is reduced or deleted by the Exchange Board for purposes of this program, the Exchange shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Subgrantee to reflect the reduced amount.

III. Availability of Federal Funds:

- A. It is mutually understood between the parties that this Agreement is paid for by federal funds from. Furthermore, it is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Exchange has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.
- E. Subgrantee must disclose, identify and report all funding sources received from other sources.

IV. Review of Invoices

The Exchange reserves the right to review Invoices following Subgrantee's delivery of each to the Exchange to determine whether the Invoice conforms to the Scope of Work and to the Exchange's satisfaction, and to either: reject an Invoice if it fails to conform to the Scope of Work and to the Exchange's satisfaction or has defects (collectively, —~~errors~~"); or to accept the Invoice as if it has no such errors (—~~Acceptance~~"). If the Exchange rejects the Invoice, Subgrantee shall, at the Exchange's request, promptly correct all such errors and, thereafter, the Exchange shall again have the opportunity to review the Invoice. If Subgrantee is not able to correct all errors in the Invoice within 30 days following their receipt by the Exchange, the Exchange shall have the right to terminate this Agreement, which termination shall be deemed due to Subgrantee's default.

EXHIBIT B
(Standard Agreement)**X. Prompt Payment Clause:**

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

XI. Use of Funds:

A. Appropriate Use of Funds: Subgrantee's award funding shall only be used to conduct the activities contained within this Agreement. In addition, the following restrictions apply to administrative overhead and equipment purchases:

1. Administrative overhead shall not exceed the lesser of actual administrative overhead expenditures or 15% of Subgrantee's total awarded funding.
2. No more than 5% of Subgrantee's total awarded funding may be used to acquire equipment and in no case shall equipment expenditure exceed \$25,000.
 - i. Subgrantees shall submit copies of receipts for any equipment purchases that exceed \$250.
 - ii. Prior approval is required for all single item equipment purchases that exceed \$5,000

B. Inappropriate Use of Funds: Subgrantee shall not claim payment for any activities not contained within this Agreement. Funds shall not be used to enroll eligible consumers in the Exchange nor shall Subgrantee use Subgrant funds to conduct mass marketing campaigns or to contract for paid media unless directed to do so by the Exchange. Subgrantee shall not claim reimbursement under this agreement for any activities claimed under any other State and federal agency or other governmental entity contract or grant, any private contract or agreement, or from the Medi-Cal program. Any acquisitions made with Subgrant funding shall be in compliance with federal law.

1. Assisters Program: The Assisters Program will offer eligible individual consumers in-person assistance to apply for health care coverage through the Exchange. Although Subgrantee may link to an Assister Enrollment Entity, or maintain a separate role as an Assister Enrollment Entity, Subgrantee may not utilize funds under this Agreement to serve in the role of an Assister Enrollment Entity nor to conduct enrollments in the Exchange.

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XII. Refunds, Rebates, and Other Unused Money:

To the extent available, Subgrantee shall disburse funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments

XIII. Withholding Payments

A. Withholding payments. (1) Unless otherwise required by Federal or state law, the Exchange shall not withhold payments for proper charges incurred by Subgrantees unless—

1. The Subgrantee has failed to comply with Subgrant award conditions or
2. The Subgrantee is indebted to the United States or the State of California. Under such conditions, the Exchange may, upon reasonable notice, inform the Subgrantee that payments shall not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness is liquidated.

B. Cash withheld for failure to comply with an award condition, but without suspension of the Subgrant, shall be released to the Subgrantee upon subsequent compliance. When a Subgrant is suspended, payment adjustments shall be made as follows:

1. Costs of Subgrantee resulting from obligations incurred by Subgrantee during a suspension or after termination of an award are not allowable unless the Exchange expressly authorizes them in the notice of suspension or termination or subsequently. Other Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - i. The costs result from obligations which were properly incurred by the Subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - ii. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

C. The Exchange shall not make payment to Subgrantees for amounts that are withheld by Subgrantees from payment to subgrantees/subcontractors to assure

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satisfactory completion of work. Payments shall be made by the Exchange when the Subgrantees actually disburse the withheld funds to the subgrantees/subcontractors or to escrow accounts established to assure satisfactory completion of work.

XIV. Closeout

- A. Within 90 days after the expiration or termination of the Subgrant, the Subgrantee shall submit all financial, performance, and other reports required as a condition of the Subgrant. Upon request by the Subgrantee, the Exchange may extend this timeframe. These reports may include but are not limited to:
1. Final performance or progress report.
 2. Financial Status Report or Outlay Report and Request for Reimbursement for Construction Programs (as applicable).
 3. Final request for payment (if applicable).
 4. Invention disclosure (if applicable).
 5. Federally-owned property report. Subgrantee shall submit an inventory of all federally owned property (as distinct from property acquired with Subgrant funds) for which it is accountable and request disposition instructions from the Federal agency of property no longer needed.
- B. The Exchange shall, within 90 days after receipt of reports in paragraph (A) of this section, make upward or downward adjustments to the allowable costs.
- C. Cash adjustments.
1. The Exchange shall make prompt payment to the Subgrantee for allowable reimbursable costs.
 2. The Subgrantee shall immediately refund to the Exchange any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other awards.
- D. The closeout of a Subgrant does not affect:
1. The Exchange or the federal government's right to disallow costs and recover funds on the basis of a later audit or other review;
 2. The Subgrantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

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3. Records retention requirements as described in this Agreement and federal regulations.
 4. Property management requirements as described in this Agreement and federal regulations.
 5. Audit requirements as described in this Agreement and federal regulations.
- E. Any funds paid to a Subgrantee in excess of the amount to which the Subgrantee is finally determined to be entitled under the terms of the Subgrant constitute a debt to the Exchange. If not paid within a reasonable period after demand, the Exchange may reduce the debt by:
1. Making an administrative offset against other requests for reimbursements,
 2. Withholding advance payments otherwise due to the Subgrantee, or
 3. Other action permitted by law.
- F. Except where otherwise provided by statutes or regulations, the Exchange shall charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR 30). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

XV. Non-resident Tax Withholdings:

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

XVI. Compensation:

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

EXHIBIT B
(Standard Agreement)**XVII. Travel and Per Diem Reimbursement:**

Reimbursement for travel and per diem expenses from the Exchange under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Human Resources Department (CalHR), for nonrepresented state employees. If CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by the Exchange upon the submission of a statement by the Subgrantee indicating that such rates are not available to the Subgrantee. No travel outside the State of California shall be reimbursed.

**EXHIBIT C
(Standard Agreement)****GENERAL TERMS AND CONDITIONS****I. Approval:**

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

II. Amendment:

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

III. Assignment:

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

IV. Indemnification:

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

- A. Arise out of, are due to, or are alleged to arise out of or be due to, a breach by the Subgrantee of any of its representations, warranties, covenants or other obligations contained in this Agreement, or
- B. Are caused by or result from or are alleged to arise out of or result from, the Subgrantee's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or
- C. Accrue or result, or are alleged to accrue or result, to any and all contractors, subgrantees, 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 Subgrantee in the performance of this Agreement, or
- D. Arise out of, 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

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Inventions provided in any way by Subgrantee and used, reproduced or otherwise exploited by the State in connection with any of the Agreement Programs or any Turnover thereof; or

- E. Arise out of, are due to or are alleged to arise out of or be due to, any violation of HIPAA, the HIPAA Regulations, HITECH Act, other security or privacy laws, or any other laws, by Subgrantee or any contractor or agent under Subgrantee's control.

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

Right to Tender or Undertake Defense. If the State 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 Subgrantee is obligated to indemnify the State under this Agreement, then the State shall have the option at any time to either (i) tender its defense to Subgrantee, in which case Subgrantee shall provide qualified attorneys, consultants, and other appropriate professionals to represent the State's interests at Subgrantee's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Subgrantee shall be responsible for and shall pay reasonable fees and expenses of such attorneys, consultants, and other appropriate professionals. If the State elects option (ii) above, the Subgrantee shall be afforded a reasonable opportunity to participate in the defense and attend the legal proceedings at its own expense; however, the State shall have sole control of the defense.

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

V. Dispute Provisions:

- A. The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute persists, Subgrantee shall submit a written dispute notice to the Exchange Project Representative within 15 calendar days after the date of the action causing the dispute. The written dispute notice shall contain the following information:
1. The decision or issue under dispute;

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2. The reason(s) Subgrantee believes the decision or position taken by the Exchange is in error (if applicable, reference pertinent Subgrant provisions);
 3. Identification of all documents and substance of all oral communication which support Subgrantee's position; and
 4. The dollar amount in dispute, if applicable.
- B. The Exchange Project Representative, within 15 calendar days after receipt of the dispute notice, shall issue a written decision regarding the dispute. The written decision shall include the following information:
1. A description of the dispute;
 2. A reference to pertinent Subgrant provisions, if applicable;
 3. A statement of the factual areas of agreement or disagreement; and
 4. A statement of the representative's decision with supporting rationale
- C. If the Subgrantee is not satisfied with the decision of the Exchange Project Representative, the Subgrantee may, within 15 calendar days of the Exchange Project Representative's decision, submit a written appeal to the Exchange Executive Director. The Executive Director shall then issue a final decision on the dispute within 30 days after receiving Subgrantee's written appeal. If the Executive Director fails to render a final decision within 30 days after receipt of Subgrantee's written appeal, it shall be deemed a final decision adverse to the Subgrantee's contentions. The Executive Director's final decision shall be conclusive and binding regarding the dispute unless Subgrantee commences an action in a court of competent jurisdiction to contest such decision within 30 days following the date of the final decision.
- D. Pending the final resolution of any dispute arising under, related to or involving this Subgrant, Subgrantee agrees to diligently proceed with the performance of this Subgrant, in accordance with the Exchange's instructions. Subgrantee's failure to diligently proceed in accordance with the Exchange's instructions shall be considered a material breach of this Agreement.

VI. Termination For Cause:

The State may terminate this Agreement and be relieved of any payments should the Subgrantee fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise agreed to by the State in writing. Such right of termination shall be without prejudice to any other remedies available to the State. Upon receipt of any notice terminating this Agreement, the Subgrantee shall immediately discontinue all activities affected, unless the notice directs otherwise, and the State may proceed with the work in any manner deemed proper by the State. In

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such event, the State shall pay the Subgrantee only the reasonable value of the services rendered, and all costs to the State shall be deducted from any sum due the Subgrantee. The State may, at its sole discretion, offer an opportunity to cure any breach prior to terminating for default.

VII. Termination Without Cause:

This Agreement may be terminated without cause by the State upon 30 days written notice to the Subgrantee.

VIII. Independent Capacity:

In the performance of this Agreement, Subgrantee, and the agents and employees of Subgrantee, agree to act on behalf of the Exchange in an independent capacity and not as officers or employees or agents of the State except for purposes of Civil Code Section 1798.24.

IX. Subgrantee Certification Clauses:**A. Compliance:**

Subgrantee certifies that it is in compliance and will remain in compliance with all applicable federal and state laws.

B. Debarment and Suspension:

The contractor certifies that it and its principals, affiliates, sub-contractors, and sub-grantees utilized under this agreement:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph 2 above; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

The Subgrantee also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.sam.gov>) (2 CFR 376, 2 CFR 180, 45 CFR 74.13, and 45 CFR 92.35, Executive Order 12549, and Executive Order 12689)

C. Nondiscrimination Clauses

Subgrantee certifies that it has filed Form HHS 690 with the Office of Civil Rights. In addition, Subgrantee certifies that it will comply with all Federal and state statutes and regulations relating to nondiscrimination. These include, but are not limited to, the following:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United

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States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Americans With Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).
6. The Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, Section 7285 et seq.) require that during the performance of this Agreement, Subgrantee and its subcontractors or subgrantees, as well as their agents and employees, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (over 40), marital status, and use of family and medical care leave pursuant to state or federal law. Subgrantee and subcontractors and subgrantees, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subgrantee and subgrantees, as well as their agents and employees, shall comply with the provisions of. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subgrantee and its subgrantees or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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7. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
8. The requirements of any other nondiscrimination statute(s) which may apply to this Subgrant.

D. Conflict of Interest:

Subgrantee acknowledges that, in governmental agreements, even the appearance of a conflict of interest is harmful to the interest of the State. Thus, Subgrantee agrees to refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with Subgrantee's fully performing his/her obligations to the State under the terms of this Contract. Subgrantee 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 Subgrantee is uncertain whether the appearance of a conflict of interest may reasonably exist, Subgrantee shall submit to the State Project Manager a full disclosure statement setting forth the relevant details of any activity which the Subgrantee reasonably believes may have the appearance of a conflict of interest for the State's consideration and direction. Failure to promptly submit a disclosure statement setting forth the relevant details for the State consideration and direction shall be grounds for Termination of this Contract.

E. Conflict Of Interest for Current or Former State Employees:

Subgrantee acknowledges the following provisions regarding current or former state employees. If Subgrantee has any questions on the status of any person rendering services or involved with the Agreement the Subgrantee shall contact the State immediately for clarification.

1. Current State Employees:

- i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- ii. No officer or employee shall contract on his or her own behalf as an independent Subgrantee with any state agency to provide goods or services.

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(Standard Agreement)****2. Former State Employees:**

- i. For the two (2)-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transaction, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - ii. For the twelve (12)-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12)-month period prior to his or her leaving state service.
3. If Subgrantee violates any provisions of the above paragraphs, such action by Subgrantee shall render this Agreement void..
 4. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem.

F. Labor Code/Workers' Compensation:

Subgrantee acknowledges the provisions of law which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subgrantee agrees to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

G. Subgrantee Name Change:

Subgrantee acknowledges that an amendment is required to change the Subgrantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State shall process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

H. Air Or Water Pollution Violation:

Subgrantee acknowledges that, under the State laws, the Subgrantee shall not be:

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1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Finally determined to be in violation or provisions of federal law relating to air or water pollution.

I. Drug-Free Workplace Requirements:

Subgrantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement shall:
 - i. Receive a copy of the company's drug-free workplace policy statement; and
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subgrantee may be ineligible for award of any future State agreements if the State determines that any of the following has occurred: (1) The Subgrantee has made false certification, or violated the certification by failing to carry out the

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requirements as noted above. (Govt Code Section 8350 et seq.)

J. National Labor Relations Board Certification:

Subgrantee swears under penalty of perjury that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two (2)-year period because of the Subgrantee's failure to comply with an order of a federal court which orders the Subgrantee to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding that has been vacated, dismissed, or otherwise removed by the court because the Subgrantee has complied with the order which was the basis for the finding. The Exchange may rescind any contract in which the Subgrantee falsely swears to the truth of the statement required by this section.

K. Payee Data Record Form Std 204:

Subgrantee acknowledges that this form must be completed by all Subgrantees that are not another state agency or other government entity.

L. Certification Regarding Lobbying:

Applicable to Grants, Subgrants, Cooperative Agreements and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Subgrantees 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 the California Health Benefit Exchange to perform services. By signing this Agreement, the Subgrantee certifies that to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or shall 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.
 - ii. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to

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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.

- iii. The Subgrantee shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all Subgrantees 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, U.S. 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.

M. Computer Software Copyrights:

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

N. Activities Abroad

Subgrantee certifies that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

O. Pro-Children Act

1. The Pro-Children Act of 1994 (Act), imposes restrictions on smoking in facilities where federally funded children's services are provided. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are

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constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

2. By signing this Agreement, Subgrantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
3. Subgrantee further agrees that it will insert this certification into any agreement entered into that provide for children's services as described in the Act.

P. Covenant Against Contingent Fees

Subgrantee warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Subgrantee for the purpose of securing business. For breach or violation of this warranty, the Exchange shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

Q. Child Support Compliance Act:

In accordance with the Child Support Compliance Act,

1. The Subgrantee 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 section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Subgrantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all

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(Standard Agreement)**

new employees to the New Hire Registry maintained by the California Employment Development Department.

R. Union Organizing:

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

1. Subgrantee 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. Subgrantee 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 Subgrantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Subgrantee shall provide those records to the Attorney General upon request.
5. Subgrantee will be liable to the State for the amount of any funds expended in violation of the requirements of Government.

S. Recycling Certification

Subgrantee certifies in writing under penalty of perjury, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 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.

X. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This

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provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

XI. Resource Conservation and Recovery Act

Preference shall be given to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) at 40 CFR parts 247-254. (2 CFR 215.16)

XII. Timeliness:

Time is of the essence in this Agreement.

XIII. Key Staff

Subgrantee shall provide 10 days' notice for any changes in key staff identified in its Proposal.

XIV. 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's 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 personal jurisdiction over it and consents to service of process in any manner authorized by California law.

XV. Severability:

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

XVI. Priority Hiring Considerations for Recipients Of Aid

If this Subgrant is in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Subgrant to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance

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with Pub. Contract Code §10353. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

XVII. Audit:

Subgrantee agrees that the Exchange and the California State Auditor's office, 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. Subgrantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subgrantee 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, Subgrantee agrees to include the same right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

XVIII. A-133 Audit:

To the extent applicable, pursuant to Office of Management and Budget (OMB) Circular A-133 §___.200 —~~Adit~~ Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §___.320 ~~Report Submission~~" and a copy shall be forwarded to the California Health Benefit Exchange.

XIX. Executive Compensation Reporting

To the extent applicable, pursuant to 2 C.F.R. Part 170, certain Subgrantees of federal awards that in the previous fiscal year received 80% 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 C.F.R. 170.320 (and subawards); 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 subawards); 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. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986, the Subgrantee must

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report the names and total compensation of each of the Subgrantee's five most highly compensated executives for the Subgrantee's preceding completed fiscal year.

XX. Subgrantees and Subcontractors hired by the Exchange's Subgrantees

(Applicable to agreements in which the Subgrantee subcontracts or subgrants a portion of the Scope of Work)

Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Exchange and any subgrantee/subcontractors, and no subgrantee/subcontractor shall relieve the Subgrantee of its responsibilities and obligations hereunder. The Subgrantee agrees to be fully responsible to the Exchange for the acts and omissions of its subgrantees/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 Subgrantee. The Subgrantee's obligation to pay its subgrantees/subcontractors is an independent obligation from the obligation of the Exchange to make payments to the Subgrantee. As a result, the Exchange shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee/subcontractor.

Before changing subgrantees/subcontractors identified in Subgrantee's Proposal, Subgrantee shall obtain approval from the Exchange. Additionally, before ceasing to use a subgrantee's/subcontractor's services for this Agreement, Subgrantee shall notify the Exchange. Upon receipt of a written notice from the Exchange requiring the substitution and/or termination of a subgrant/subcontract, Subgrantee shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by the Exchange.

Subgrantee certifies that it will comply with the applicable rules and regulations when making its own subawards and subcontracts, including those required in Exhibit F.

XXI. Insurance Requirements

When Subgrantee submits a signed Agreement to the State, Subgrantee shall furnish to the State a certificate of insurance, stating that there is:

- A. General liability insurance presently in effect for the Subgrantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined; and
- B. Automobile liability, including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services

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supported by this Agreement. The certificate of insurance will include provisions a, b, and c, in their entirety:

1. That the insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
2. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Subgrant are concerned.
3. That the State will not be responsible for any premiums or assessment on the policy.

Subgrantee agrees that the general and automobile liability insurance herein provided for shall be in effect at all times during the term of this Subgrant. In the event said insurance coverage expires at any time or times during the term of this Subgrant, Subgrantee agrees to provide at least 30 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 Subgrant, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Exchange, and Subgrantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subgrantee fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Subgrant upon occurrence of such event.

The Subgrantee shall require subgrantees/subcontractors 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 Subgrantee shall require all of its subgrantees/subcontractors to hold the Subgrantee and the Exchange harmless. The subgrantees'/subcontractors' Certificate of Insurance shall also have the Subgrantee, not the State, as the certificate holder and additional insured. The Subgrantee shall maintain certificates of insurance for all its subgrantees/subcontractors.

The State will not provide for nor compensate Subgrantee for any insurance premiums or costs for any type or amount of insurance.

By signing this Agreement, the Subgrantee 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 Subgrantee is defined as an independent subcontractor, this clause does not apply.

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(Standard Agreement)**XXII. Intellectual Property Rights:**

- A. All activities defined in the Statement of Work originated or prepared by the Subgrantee pursuant to this agreement including papers, reports, charts, and other documentation, but not including Subgrantee's administrative communications and records relating to this Agreement, shall upon delivery and acceptance by the California Health Benefit Exchange become the exclusive property of the California Health Benefit Exchange and may be copyrighted by the California Health Benefit Exchange.
- B. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of California Health Benefit Exchange. The California Health Benefit Exchange agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Subgrantee and further agrees that the Subgrantee may sublicense additional persons on the same royalty-free basis.
- C. This Agreement shall not preclude the Subgrantee from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the California Health Benefit Exchange pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Subgrantee.

XXIII. Confidentiality:

The Subgrantee agrees to protect the personal information of all individuals by following applicable federal and state privacy and security requirements.

All financial, statistical, personal, technical, and other data and information related to the California Health Benefit Exchange's operations that are not publicly available and that become available to Subgrantee shall be protected during or after its relationship with the California Health Benefit Exchange by Subgrantee from unauthorized use and disclosure. Subgrantee agrees that Subgrantee 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 proprietary information of the California Health Benefit Exchange including without limitation: the Deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including the State's software; support materials; information regarding the State's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning the State's finances, contracts, services, or personnel.

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(Standard Agreement)

At the conclusion of its relationship with the California Health Benefit Exchange, Subgrantee shall return any and all records or copies of records relating to the California Health Benefit Exchange, or its business, or its Confidential Information. Subgrantee 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 the California Health Benefit Exchange. Subgrantee 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 Agreement 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. Subgrantee will report to the California Health Benefit Exchange any and all unauthorized disclosures of Confidential Information. Subgrantee acknowledges that any publication or disclosure of Confidential Information to others may cause immediate and irreparable harm to the California Health Benefit Exchange, and if Subgrantee should publish or disclose Confidential Information to others, California Health Benefit Exchange shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity, without posting a bond.

XXIV. Waiver of Breach

The waiver by the California Health Benefit Exchange of any breach by Subgrantee of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Subgrantee.

XXV. Resolution:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

XXVI. Corporate Qualifications To Do Business In California:

- A. Subgrantee acknowledges that, when agreements are to be performed in the state by corporations, the Exchange will verify that the Subgrantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- B. —“Doing business” is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there

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are some statutory exceptions to taxation, rarely will a corporate Subgrantee performing within the state not be subject to the franchise tax.

- C. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Exchange will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**EXHIBIT D
(Standard Agreement)****SPECIAL TERMS AND CONDITIONS****I. Certifications Applicable to Subgrantees****A. Conflict of Interest Standards for Personnel Funded by Federal Grants**

Subgrantee certifies that the entity and all personnel, including Subgrantees and subcontractors, performing under this agreement are not:

1. Health insurance issuers or stop loss insurance issuers;
2. Subsidiaries of health insurance issuers or stop loss insurance issuers;
3. Associations that include members of, or lobby on behalf of, the insurance industry; or
4. Recipients of any direct or indirect consideration from any health insurance issuer or stop loss insurance issuer in connection with the enrollment of any individuals or employees in a QHP or non-QHP.

B. Subgrantee certifies that it will establish a written plan that shall be available to the Exchange upon request to remain free of conflicts of interest while carrying out the activities under this Agreement.**C. Subgrantee certifies that it has disclosed to the Exchange and will update as necessary the following:**

1. Any lines of insurance business, not covered by the restrictions on participation and prohibitions on conduct in this section which Subgrantee or any individual intends to sell while carrying out this agreement;
2. Any existing employment relationships, or any former employment relationships within the last five years, with any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance, including any existing spouse or domestic partner and any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance; and
3. 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.

**EXHIBIT D
(Standard Agreement)****D. Administrative Requirements, Cost Principles, and Audit**

Subgrantee certifies that it will comply with all applicable administrative requirements, cost principles and audit requirements including, but not limited to, the HHS Grants Policy Statement and the requirements of Exhibit F.

E. Hatch Act

The Hatch Act restricts the political activity of State or local officers or employees whose principal employment is in connection with an activity that is financed in whole or in part by loans or Subgrants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.) Subgrantee certifies that, as applicable, it will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328).

II. Equipment

A. Subgrantees may use their own property management policies and procedures for property purchased, constructed, or fabricated as a direct cost using Subgrant funds, provided they observe federal cost principles and administrative requirements including, but not limited to, 45 CFR 74.31 through 74.37 or 92.31 through 92.34, as applicable. In general, title to equipment and supplies acquired by a Subgrantee with Subgrant funds vests in the Subgrantee upon acquisition, subject to the property management requirements of 45 CFR 74.31, 74.34, 74.35, and 74.37 or of 45 CFR 92.32 and 92.33. For purposes of this section, when reading the above cited regulations, any references to recipient or subgrantee shall be construed to include Subgrantees.

III. Records Retention and Access Requirements

A. Applicability. This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of Subgrantees which are:

1. Required to be maintained by 45 CFR 74 and 92, program regulations or the terms of this Subgrant agreement, or
2. Otherwise reasonably considered as pertinent to program regulations or the Subgrant agreement.

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(Standard Agreement)

B. Length of retention period.

1. Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (iii) of this section.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
3. To avoid duplicate recordkeeping, Subgrantees shall retain the hard copies of records which are continuously needed for joint use by the Exchange. The Exchange will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Exchange, the 3-year retention requirement is not applicable to the Subgrantee.

C. Starting date of retention period —

1. When Subgrant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if Subgrant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Subgrantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Subgrantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
2. Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the Exchange.
3. Records for income transactions after Subgrant support. In some cases, Subgrantees must report income after the period of Subgrant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the Exchange's fiscal year in which the income is earned.
4. Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any

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similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- i. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Exchange) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- ii. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Exchange) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

D. Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

E. Access to records —

1. Records of Subgrantees. As required by 45 CFR 92.42, the Department of Health and Human Services, the Comptroller General of the United States, the Exchange or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subgrantees which are pertinent to the Subgrant, in order to make audits, examinations, excerpts, and transcripts.
2. Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

F. Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records. Unless required by Federal, State, or local law, Subgrantees are not required to permit public access to their records.

G. All records must be kept in California.

**EXHIBIT D
(Standard Agreement)****IV. Monitoring**

In addition to the record retention, reporting, and monitoring provisions of this agreement, Subgrantee agrees to comply with any additional requests for information made by the Exchange in its obligation to monitor that each program, function, or activity of Subgrantee is compliant with federal requirements and that performance goals are being achieved. Subgrantee is encouraged to retain records that provide evidence of compliance with Federal, State, and local rules and regulations.

V. Acknowledgement of Federal Funding

The Exchange is a recipient of a grant from the federal Department of Health and Human Services. Subgrantees must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Subgrantees are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

VI. Equal Treatment for Faith-Based Organizations

The funds provided under this agreement shall be administered in compliance with the standards set forth in 45 CFR 87, Equal Treatment for Faith-based Organizations. (45 CFR 74.17(a), 74.18, 92.13, and 92.14)

VII. Limited English Proficiency

Subgrantee certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published —Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.” This guidance, which is available at <http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html>, and is hereby incorporated by reference, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

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VIII. Trafficking in Persons

Subgrantee certifies that it will comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For more information visit <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/trafficking-term.html>.

IX. Data Universal Numbering System (DUNS) Numbers

Subgrantee is hereby notified that no entity may receive a subaward from the Exchange unless it has first provided a DUNS number to the Exchange. In addition, Subgrantee may not make a subaward to an entity unless that entity has provided its DUNS number to the Exchange. For more information, visit <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/award-term-for-central-contractor-registration.html>.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "~~Agreement~~"") dated July 1, 2013, between the California Health Benefit Exchange ("Covered Entity") and Santa Cruz County Human Services Department (~~Business Associate~~) is entered into in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 USCA §1320d-d8, and its implementing regulations at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Regulations"); and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and its attendant regulations and guidance (the "HITECH Act").

Purpose of the Agreement

Business Associate provides certain services on behalf of Covered Entity that require the Covered Entity to disclose certain identifiable health information to Business Associate. The parties desire to enter into this Agreement to permit Business Associate to have access to such information and comply with the business associate requirements of HIPAA, the HIPAA Regulations, and the HITECH Act, as each may be amended from time to time in accordance with the terms and conditions set forth in this Agreement. The Parties (Business Associate and Covered Entity) hereby agree as follows:

Definitions: Unless otherwise specified, in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for the purposes of Title 45 parts 160 and 164 of the United States Code of Federal Regulations, as amended from time to time, and the HITECH Act.

I. Business Associate Obligations.

- 1. Applicable Law.** The terms and conditions set forth in this Agreement shall become effective on the later of the effective date of this Agreement, April 14, 2003, or any new mandatory compliance date established for HIPAA, the HIPAA Regulations and/or the HITECH Act. The parties acknowledge and agree that the HIPAA Regulations and HITECH Act may be amended and additional guidance and/or regulations may be issued after the date of the execution of this Agreement and may affect the parties' obligations under this Agreement (~~Future Directives~~). The parties agree to abide by such Future Directives as these Future Directives may affect the obligations of the parties. If Future Directives affect the obligations of the parties, then Covered Entity shall notify Business Associate of Future Directives in writing within thirty (30) days before Future Directives are effective. The notification of Business

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Associate by Covered Entity of Future Directives that affect the obligations of the parties related to the Business Associate relationship shall be considered amendments to this Agreement binding on both parties.

- 2. Permitted Uses and Disclosures.** Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, further use or disclose patient individually identifiable health information (“Protected Health Information” or “PHI”) received from or created for the Covered Entity in any manner that would violate the HIPAA Regulations, HITECH Act or Future Directives. Business Associate agrees to abide by the HIPAA Regulations with respect to the use or disclosure of Protected Health Information it creates, receives from, maintains, or electronically transmits for the Covered Entity as if the Business Associate were considered a health care provider under the HIPAA Regulations. Business Associate further agrees that it will not use or disclose Protected Health Information beyond the purposes set forth in the Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in that certain Agreement between the parties, provided that such use or disclosure would not violate HIPAA, the HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 3. Compliance with Business Associate Agreement and HITECH Act.** Effective February 17, 2010, Business Associate may use and disclose PHI that is created or received by Business Associate from or on behalf of Covered Entity if such use or disclosure, respectively, complies with each applicable requirement of 45 C.F.R. § 164.504(e) and the HITECH Act. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities also will apply to Business Associate and are incorporated into this Agreement by reference.
- 4. Use of PHI for Administrative Activities.** Notwithstanding Section 1.2 above, Business Associate may use or disclose PHI for management and administrative activities of Business Associate or to comply with the legal responsibilities of Business Associate; provided, however, the disclosure or use must be required by law or Business Associate must obtain reasonable assurances from the third party that receives the Protected Health Information that they will (i) treat the Protected Health Information confidentially and will only use or further disclose the Protected Health Information in a manner consistent with the purposes that the Protected Health Information was provided by Business Associate; and (ii) promptly report any breach of the confidentiality of the Protected Health Information to Business Associate.

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(Standard Agreement)

Provided further that, Business Associate will notify Covered Entity immediately upon receipt of a request for any disclosure of PHI required by law.

- 5. Accounting.** Business Associate agrees to document disclosures of PHI and collect information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, if required by and upon the effective date of, Section 13405(c) of the HITECH Act and related regulatory guidance.

a) Business Associate agrees to provide to Covered Entity or an Individual upon Covered Entity's request, information collected in accordance with this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, if required by and upon the effective date of, Section 13405(c) of the HITECH Act and related regulatory guidance.

- 6. Restriction.** Effective February 17, 2010, and notwithstanding 45 C.F.R. § 164.522(a)(1)(ii), Business Associate must comply with an Individual's request under 45 C.F.R. § 164.522(a)(1)(i)(A) that Business Associate restrict the disclosure of PHI of the Individual if (1) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (2) the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

- 7. Fundraising.** Any written fundraising communication occurring on or after February 17, 2010 that is a health care operation shall, in a clear and conspicuous manner and consistent with guidance to be provided by the Secretary, provide an opportunity for the recipient of the communications to elect not to receive any further such communication. An election not to receive any further such communication shall be treated as a revocation of authorization under Section 45 C.F.R. § 164.508. However, no communication pursuant to this Section may be made by Business Associate without prior written authorization by Covered Entity.

- 8. Sale of PHI.** Upon the effective date of Section 13405(d) of the HITECH Act, Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by Business Associate from or on behalf of Covered Entity unless: (1) pursuant to an authorization by the Individual in accordance with 45 C.F.R. § 164.508 that includes a specification

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for whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual; or (2) as provided in Section 13405(d)(2) of the HITECH Act and regulations to be issued by the Secretary, upon the effective date of such regulations. However, in no instance may Business Associate receive remuneration pursuant to this Section without Covered Entity's written authorization.

- 9. Marketing.** A communication occurring on or after February 17, 2010 by Business Associate that is described in the definition of marketing in 45 C.F.R. §164.501(1)(i), (ii) or (iii) for which Covered Entity receives or has received direct or indirect payment (excluding payment for treatment) in exchange for making such communication, shall not be considered a health care operation unless: (1) such communication describes only a drug or biologic that is currently being prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or (2) the communication is made by Business Associate on behalf of the Covered Entity and the communication is otherwise consistent with this Agreement. However, no communication pursuant to this Section may be made by Business Associate without prior written authorization by Covered Entity.
- 10. Safeguarding the Privacy of PHI.** Business Associate agrees that it shall utilize physical, administrative and technical safeguards to ensure that PHI is not used or disclosed in any manner inconsistent with this Agreement or the purposes for which Business Associate received PHI from or created PHI for the Covered Entity. Business Associate further agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any PHI that Business Associate creates, receives, maintains or transmits electronically on behalf of Covered Entity under the Agreement. Upon request, Business Associate shall provide the Covered Entity with a written description of the physical, administrative and technical safeguards adopted by Business Associate to meet its obligations under this Section.
- 11. Security Safeguards.** Business Associate acknowledges that, effective February 17, 2010, 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 will apply to Business Associate in the same manner that such sections apply to covered entities and are incorporated into this Agreement by reference. The additional requirements of the HITECH Act that relate to security and that apply to covered entities also will apply to Business Associate and are incorporated into this Agreement by reference. Business Associate agrees to implement the technical safeguards provided in guidance issued annually by the Secretary for carrying out the obligations under the Code of Federal

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Regulation sections cited in this Section and the security standards in Subpart C of Part 164 of Title 45 of the Code of Federal Regulations.

12. Breach Notification. Business Associate agrees to implement response programs and record-keeping systems to enable Business Associate to comply with the requirements of this Section and 13402 of the HITECH Act and the regulations implementing such provisions, currently Subpart D of Part 164 of Title 45 of the Code of Federal Regulations, when Business Associate detects or becomes aware of unauthorized access to information systems or documents that contain PHI. Business Associate agrees to mitigate any effects of the inappropriate use or disclosure of PHI by Business Associate.

a) Business Associate agrees to notify Covered Entity, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, systems, documents or electronic systems which contain unsecured PHI, including, without limitation, any Security Incident, instance of theft, fraud, deception, malfeasance, or use, access or disclosure of PHI which is inconsistent with the terms of this Agreement (an "Incident") immediately upon having reason to suspect that an Incident may have occurred, and typically prior to beginning the process of verifying that an Incident has occurred or determining the scope of any such Incident, and regardless of the potential risk of harm posed by the Incident. Notice shall be provided to the Covered Entity's representative designated in this Agreement. Upon discovery of a breach or suspected Incident, Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b) In the event of any such Incident, Business Associate shall further provide to Covered Entity, in writing, such details concerning the Incident as Covered Entity may request, and shall cooperate with Covered Entity, its regulators and law enforcement to assist in regaining possession of such unsecured PHI and prevent its further unauthorized use, and take any necessary remedial actions as may be required by Covered Entity to prevent other or further Incidents.

c) If Covered Entity determines that it may need to notify any Individual(s) as a result of such Incident that is attributable to Business Associate's breach of its obligations under this Agreement, Business

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Associate shall bear all reasonable direct and indirect costs associated with such determination including, without limitation, the costs associated with providing notification to the affected Individuals, providing fraud monitoring or other services to affected Individuals and any forensic analysis required to determine the scope of the Incident.

d) In addition, Business Associate agrees to update the notice provided to Covered Entity under Section 12(a) of this Agreement of such Incident to include, to the extent possible and as soon as possible working in cooperation with Covered Entity, the identification of each Individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Incident and any of the following information Covered Entity is required to include in its notice to the Individual pursuant to 45 C.F.R. §164.404(c):

i. A brief description of what happened, including the date of the Incident and the date of discovery of the Incident, if known;

ii. A description of the types of unsecured PHI that were involved in the Incident (e.g. Social Security number, full name, date of birth, address, diagnosis);

iii. Any steps the Individual should take to protect themselves from potential harm resulting from the Incident;

iv. A brief description of what is being done to investigate the Incident, mitigate the harm and protect against future Incidents; and

v. Contact procedures for Individuals to ask questions or learn additional information which shall include a toll-free number, an e-mail address, Web site, or postal address (provided, Subsection v is only applicable if Covered Entity specifically requests Business Associate to establish contact procedures).

e) Such additional information must be submitted to Covered Entity immediately at the time the information becomes available to Business Associate.

f) If the cause of a breach of PHI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including, without limitation, notification to media outlets and to the Secretary of the Department of

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Health & Human Services. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to Covered Entity in addition to Business Associate, Business Associate shall notify Covered Entity, and Covered Entity and Business Associate may take appropriate action to prevent duplicate reporting.

13. Subcontractors and Agents of Business Associate. Business Associate agrees to enter into written contracts with any of its agents or independent contractors (collectively, "subcontractors") who receive PHI from Business Associate or create, maintain, or transmit electronically, PHI on behalf of the Covered Entity, as a subcontractor to Business Associate, and such contracts shall obligate Business Associate's subcontractors to abide by the same conditions and terms as are required of Business Associate under this Agreement. Upon request, Business Associate shall provide the Covered Entity with a copy of any written agreement or contract entered into by Business Associate and its subcontractors to meet the obligations of Business Associate under this Section.

a) Business Associate shall, upon knowledge of a material breach by a subcontractor of the subcontractor's obligations under its contract with Business Associate, either notify such subcontractor of such breach and provide an opportunity for subcontractor to cure the breach; or, in the event subcontractor fails to cure such breach or cure is not possible, Business Associate shall immediately terminate the contract with subcontractor.

b) To the extent that any of Business Associate's subcontractors will have access to any PHI that is created, maintained or transmitted electronically, Business Associate shall require such agents and subcontractors to agree to implement reasonable and appropriate safeguards to protect such electronic PHI.

14. Availability of Information to Covered Entity and Individuals. Business Associate agrees to provide access and information:

a) Business Associate shall provide access as may be required, and in the time and manner designated by Covered Entity (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to Covered Entity (or, as directed by

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Covered Entity), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for Covered Entity that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for Covered Entity health plans; or those records used to make decisions about individuals on behalf of Covered Entity. Business Associate shall use the forms and processes developed by Covered Entity for this purpose and shall respond to requests for access to records transmitted by Covered Entity within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

- b) If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
- c) If Business Associate receives data from Covered Entity that was provided to Covered Entity by the Social Security Administration, upon request by Covered Entity, Business Associate shall provide Covered Entity with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

15. Access by Covered Entity and Secretary of Health & Human Services.

Business Associate agrees to allow Covered Entity and the Secretary of the Department of Health & Human Services access to its books, records and internal practices with respect to the disclosure of PHI for the purposes of determining the Business Associate's compliance with the HIPAA Privacy Regulations. If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Agreement, Business Associate shall notify Covered Entity and provide Covered Entity with a copy of any PHI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

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II. Termination of Agreement.

- 1. Termination Upon Material Breach.** The Covered Entity may, in its sole discretion, terminate the Agreement, including this Agreement, upon determining that Business Associate violated a material term of this Agreement. If the Covered Entity makes such a determination, it shall inform Business Associate in writing that the Covered Entity is exercising its right to terminate this Agreement under this Section II.1 and such termination shall take effect immediately upon Business Associate receiving such notification of termination.
- 2. Reasonable Steps to Cure Material Breach.** At the Covered Entity's sole option, the Covered Entity may, upon written notice to Business Associate, allow Business Associate an opportunity to take prompt and reasonable steps to cure any violation of any material term of this Agreement to the complete satisfaction of the Covered Entity within ten (10) days of the date of written notice to Business Associate. Business Associate shall submit written documentation acceptable to the Covered Entity of the steps taken by Business Associate to cure any material violation. If Business Associate fails to cure a material breach within the specified time period, then the Covered Entity shall be entitled to terminate this Agreement under Section II.1 above, if feasible, or, if it is not feasible to terminate this Agreement, to report Business Associate's material breach to the Secretary of the Department of Health and Human Services.
- 3. Amendment.** Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section VI of this Agreement, or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA Regulations and/or the HITECH Act.
- 4. Return of PHI to Covered Entity Upon Termination.** Upon termination of the Agreement for any reason, Business Associate shall return all PHI to the Covered Entity. The Covered Entity may request in writing that Business Associate destroy all PHI upon termination of this Agreement rather than returning PHI to the Covered Entity. If the return or destruction of PHI is not feasible upon termination of the Agreement, then Business Associate shall explain in writing, directed to the Covered Entity's Chief Privacy Officer, why such return or destruction is not feasible. If such return or destruction is not feasible, then Business Associate agrees that it shall extend its obligations

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under this Agreement to protect the PHI and limit the use or disclosure of PHI to the purposes, which make return or destruction of PHI infeasible.

III. Conflicts. The terms and conditions of this Agreement will override and control over any conflicting term or condition of other agreements between the parties. All non-conflicting terms and conditions of such agreements shall remain in full force and effect.

IV. No Third-Party Beneficiary Rights. Nothing express or implied in this Agreement is intended or shall be interpreted to create or confer any rights, remedies, obligations or liabilities whatsoever in any third party.

V. Notice. Except as otherwise provided in Section I.12(a), any notice permitted or required by this Agreement will be considered made on the date personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth in the execution portion of this Agreement.

VI. Amendment. The Parties agree to take such action as is necessary to implement the standards, requirements, and regulations of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable laws relating to the security or confidentiality of health information. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of any amendment to the Agreement consistent with the standards, requirements and regulations of HIPAA, the HIPAA Regulations, the HITECH Act or other applicable laws.

VII. Relationship of the Parties. The Parties hereto acknowledge that Business Associate shall be and have the status of independent contractor in the performance of its obligations under the terms of this Agreement as to Covered Entity. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between Covered Entity and Business Associate.

VIII. Indemnification.

- 1. Indemnification by Business Associate.** Business Associate shall protect, indemnify and hold harmless the Covered Entity, its officers and employees from all claims, suits, actions, attorney's fees, costs, expenses, damages, judgments or decrees arising out of the failure by Business Associate to comply with the requirements of this Agreement, the Privacy Regulations and

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all Future Directives; provided however that such indemnification shall be conditioned upon the Covered Entity giving prompt notice of any claims to Business Associate after discovery thereof and cooperating fully with Business Associate concerning the defense and settlement of claims.

IX. Miscellaneous.

1. **Exception to Limitations and Exclusions.** Business Associate's obligations under this Agreement and any breach by Business Associate of the obligations in this Agreement shall not be subject to any limitations on damages suffered by Covered Entity that may be specified in any agreement, invoice, statement of work or similar document setting forth the services Business Associate is providing to Covered Entity ("Contract"). No limitation or exclusion in any Contract shall limit Covered Entity's rights to recover from Business Associate damages, losses or sanctions suffered by Covered Entity to the extent of amounts recovered by, or sanctions awarded to, a third party which are caused by Business Associate's breach of the obligations in this Agreement, regardless of how such amounts or sanctions awarded to such third party are characterized.
2. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
3. **Modification.** This Agreement contains the entire understanding of the parties regarding the privacy and security obligations of Business Associate under HIPAA and will be modified only by a written document signed by each party.
4. **Waiver.** The waiver by Business Associate or Covered Entity of a breach of this Agreement will not operate as a waiver of any subsequent breach. No delay in acting with regard to any breach of this Agreement will be construed to be a waiver of the breach.

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5. **Assignment.** This Agreement will not be assigned by Business Associate without prior written consent of the Covered Entity. This Agreement will be for the benefit of, and binding upon, the parties hereto and their respective successors and permitted assigns.
6. **Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
7. **Governing Law.** The interpretation and enforcement of this Agreement will be governed by the laws of the State of California. Exclusive venue shall be in Sacramento County, California.
8. **Headings.** The section headings contained in this Agreement are for reference purposes only and will not affect the meaning of this Agreement.
9. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same.

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IN WITNESS WHEREOF, Covered Entity and Business Associate execute this Agreement to be effective on the last date written below, or, if no date is inserted, the Execution Date of the other Agreement referenced above.

COVERED ENTITY: The California Health
Benefit Exchange

BUSINESS ASSOCIATE: Santa Cruz
County Human Services Department

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Notice Address:

Notice Address:

Telephone: _____
Fax: _____
E-mail: _____

Telephone: _____
Fax: _____
E-mail: _____

**EXHIBIT F
(Standard Agreement)**

Requirements Generally Applicable to Subgrantees by Organizational Type

<i>Type of Subgrantee</i>	<i>then (1) the administration requirements that you must apply are those in</i>	<i>(2) the Federal cost principles and cost policies that you must apply are those in</i>	<i>and (3) the audit requirements that you must apply are those in</i>
State, local, or tribal government,	<u>45 CFR Part 92</u> (the HHS implementation of the OMB Circular A-102 common rule) and the HHS GPS;	OMB Circular <u>A-87</u> (2 CFR Part 225), incorporated by reference in 45 CFR 74.27 and 92.22, and the HHS GPS;	<u>45 CFR 74.26</u> , which incorporates by reference OMB Circular <u>A-133</u> .
college, university, or other institution of higher education,	<u>A-110</u> (2 CFR Part 215), implemented for HHS at <u>45 CFR Part 74</u> and the HHS GPS;	OMB Circular <u>A-21</u> (2 CFR Part 220), incorporated by reference in 45 CFR 74.27 and 92.22, and the HHS GPS;	<u>45 CFR 74.26</u> , which incorporates by reference OMB Circular <u>A-133</u> and the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
non-profit organization (other than an institution of higher education or hospital),	<u>A-110</u> (2 CFR Part 215), implemented for HHS at <u>45 CFR Part 74</u> and the HHS GPS;	OMB Circular <u>A-122</u> (2 CFR Part 230) (except for entities specified in Attachment C ³ to the circular), incorporated by reference in 45 CFR 74.27 and 92.22, and the HHS GPS;	<u>45 CFR 74.26</u> , which incorporates by reference OMB Circular <u>A-133</u> and the Single Audit Act Amendments of 1996.
non-profit hospital,	<u>A-110</u> (2 CFR Part 215), implemented for HHS at <u>45 CFR Part 74</u> and the HHS GPS;	<u>45 CFR Part 74, Appendix E</u> , and the HHS GPS;	<u>45 CFR 74.26</u> , which incorporates by reference OMB Circular <u>A-133</u> and the Single Audit Act Amendments of 1996.
for-profit organization (including a for-profit hospital),	<u>45 CFR Part 74</u> , including its Subpart E, and the HHS GPS;	<u>48 CFR Subpart 31.2</u> (Federal Acquisition Regulation [FAR]) (https://www.acquisition.gov/far/), incorporated by reference in 45 CFR 74.27 and 92.22, and the HHS GPS;	<u>45 CFR 74.26(c) and (d)</u> .
foreign organization,	the HHS GPS;	the cost principles applicable to the type of entity regardless of the fact that it is a foreign entity, e.g., A-21 for a foreign university, and the HHS GPS;	the HHS GPS.

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Requirements Generally Applicable to Vendors by Organizational Type

<i>If the type of entity to which you (if you are other than a State government) are awarding a contract for the provision of goods or services is a</i>	<i>then (1) the contract requirements that you must apply are those in</i>	<i>(2) the Federal cost principles that you must apply are those in</i>	<i>and (3) the audit requirements that you must apply are those in</i>
State, local, or tribal government,	<u>45 CFR 92.36(i)</u> ;	OMB Circular <u>A-87</u> (2 CFR Part 225);	the terms and conditions of the contract.
college, university, or other institution of higher education,	45 CFR 74.48 and Appendix A to <u>45 CFR Part 74</u> ;	OMB Circular <u>A-21</u> (2 CFR Part 220);	the terms and conditions of the contract.
non-profit organization (other than an institution of higher education or hospital),	45 CFR 74.48 and Appendix A to <u>45 CFR Part 74</u> ;	OMB Circular <u>A-122</u> (2 CFR Part 230) (except for those entities specified in Attachment C to the	the terms and conditions of the contract.
non-profit hospital,	45 CFR 74.48 and Appendix A to <u>45 CFR Part 74</u> ;	<u>45 CFR Part 74, Appendix E</u> ;	the terms and conditions of the contract.
for-profit organization (including a for-profit hospital),	45 CFR 74.48 and Appendix A to <u>45 CFR Part 74</u> ;	<u>48 CFR Subpart 31.2</u> (Federal Acquisition Regulation [FAR]);	the terms and conditions of the contract.
foreign organization,	Not specified (other documents, such as the HHS GPS, can be used as guidance);	The cost principles otherwise applicable to the type of entity regardless of the fact that it is a foreign entity, e.g., A-21 for a foreign university or 48 CFR Subpart 31.2 for a foreign for-profit entity;	the terms and conditions of the contract.

ATTACHMENT 1 APPROACH TO STATEMENT OF WORK

Target Population

The target population for our tri-County outreach and education initiative includes the uninsured living in the Central Coast counties of Monterey, Santa Cruz, and San Benito who would be eligible for coverage through California's Health Exchange. The primary focus would be those whose family incomes fall between 138 and 400 percent of the FPL (making them eligible for subsidies). We also would reach out to those earning over 400 percent of the FPL, who could still access coverage through the exchange but would not receive subsidies, although they would not be the primary focus. We expect families, workplaces, and neighborhoods to include some overlap between these two groups (between 138-400% FPL and over 400%), with people in the target income level (138-400% FPL) embedded in broader social, school, and work networks. We don't want to miss opportunities to reach those who may not be eligible for subsidies themselves, but who could help spread the word to neighbors and relatives in order to foster a true culture of coverage. Estimates of target populations for each County are as follows: approximately 26,000 uninsured in Santa Cruz County, approximately 32,000 in Monterey County, and approximately 4,100 in San Benito County. In each county, the largest uninsured populations will be Latino and white. Within this tri-county uninsured population, our partners are trusted intermediaries to groups with unique ethnic, cultural, age, and geographic characteristics. For example, our school system partners include K-12 school districts as well as community college students from lower income families and neighborhoods. Our Family Resource Center (FRC) partners connect to monolingual Spanish speakers and others who are isolated from mainstream media channels, and reach thousands of families through Child and Adult Care Food Program visits to family day care homes and child care settings. United Ways work with employers, employees, and community groups. Public health and social service agencies also have both direct and indirect connections to groups potentially eligible for subsidized and unsubsidized coverage through the Exchange, as do our Safety Net clinics. Soccer leagues, barbecues, back-to-school nights, celebrations, town hall meetings, faith community gatherings — these and more are woven into the fabric of community and family life, and when they occur, we and our partners plan to be there with outreach and education about the Exchange. As in other parts of California, residents of our three counties need specific, targeted outreach and education from trusted sources of information and support. Recent media coverage has highlighted the confusion and lack of awareness about the Exchange and other provisions of the Affordable Care Act, common across communities and regions. For those isolated by language, poverty, and other circumstances, accurate information about eligibility for the Exchange is sparse, and would not be sought by many who either don't know about the Exchange or wouldn't think they are eligible. Although we aim to reach as many individuals and small groups as possible directly with the approach described below, our initial efforts will include decision-makers and community leaders who can reinforce our partners' outreach and education work. Built into our strategy is leveraging our existing partnerships and relationships, while also forming new ones as needed to saturate our communities with accurate, actionable information that leads to Assistants and enrollment. Most of these contacts will be leveraged through existing, known relationships, but many also will occur in "unbrokered" venues where a partner organization or individual is not necessarily the connection to an uninsured person or family. These might include gatherings such as fairs, festivals, markets, sports events or other places where people gather.

In addition, we will reach employees in sectors with high proportions of uninsured workers, such as construction, agriculture, and hospitality, with outreach and education customized to events

and times convenient to these groups. Through all these efforts, we estimate that we will reach about 30,600 individuals and households in all three counties combined with education about Covered California options, and at least 24,800 with shorter outreach messages.

Outreach and Education Plan

The Central Coast is known for its microclimates — geographic pockets where the temperature suddenly soars or drops compared to surrounding areas. Similarly, we believe the population of the uninsured contains “micropopulations” — those within the larger group of uninsured who may have slight but often significant differences in how they access, process, trust, and act upon new information. To reach the broader population of uninsured and the micropopulations within it, we will saturate the places where targeted income families live, work, learn, and play with a message that promotes a culture of coverage. Aided by Covered California training and materials, we want to make these populations aware of the Exchange option, open to the idea that they (and/or their neighbors, co-workers, and relatives) could be eligible, and motivated to take the next step of talking to an Assister or enrolling online. Each of these steps — awareness, openness, and motivation — comes with its own barriers, some common across groups and others unique to specific populations. To decrease barriers, we will match messengers as closely as possible to target populations (e.g., peer outreach and education from community college students). As shown in the Methods worksheets submitted by our partners, we have individual and collective track records in reaching different groups with information. The plan for accomplishing the program goals of promoting a culture of coverage includes the following key activities:

- Training of key project partners in each county, who will then share their learning with all the partner organizations.
- Quarterly meetings and updates to share ideas and lessons learned within and across the three counties.
- Quarterly calendars and plans for outreach and education events in each category: live (neighborhoods, community and resource centers, shops, salons, faith settings), work (employers, unions, job training), learn (schools, parent groups), play (festivals, fairs, parks, recreation/sports leagues, coaches).

These outreach and education events will preserve a ratio of 70% education (longer and more involved interaction with individuals and small groups), reaching approximately 36,000 people. An additional 30% of effort will be devoted to shorter outreach sessions, reaching approximately 26,000 people. These outreach sessions will be supplemented by the deep in-kind support of the many partners participating in the collaborative and striving to establish the culture of coverage by promoting Covered California messages in additional venues and locations. Ideally, we will reach potentially eligible people with up to three “touches” (at least one of which will be a longer education contact) where they live, work, learn and/or play. During the second phase, more detailed education contacts will become a larger proportion, as enrollment nears. In the third phase (Enroll, October 1 – March 31, 2014), we expect most of the contacts to be the longer education format, continuing through the fourth phase (Reinforcement and Special Enrollment, April 1 – July 31, 2014). These will be repeated in the fifth and sixth phases (replicated the second and third), from July 1 to December 31, 2014. This plan is appropriate for our counties because it builds on existing networks and contacts. For the most part, partner organizations will not have to recruit and hire new staff or volunteers. After receiving training and materials from Covered California, they will be ready to contact target populations immediately, adding events to the roster as they become scheduled and known. Most partner organizations already have experience with outreach and education in some form; they are

adding new information and reporting to an existing set of capabilities and skills — and, in most cases, to an existing distribution network for useful information and support. Our plan for coordinating the outreach and education work with Assistants and other enrollment resources also builds on existing relationships and networks, such as the Health Care Outreach Coalition in Santa Cruz County, described above, and its Monterey counterpart, MC-CHOICE.

Approach to Monitoring, QA, and Reporting

All collaborative members will be required to attend a meeting that communicates parameters, expectations and measures of success. Staff participating in the grant will receive extensive training and will be expected to utilize Covered California marketing materials, message points and the high touch personalized model. Supervisors will be required to monitor to ensure correct usage of the tools provided. The Project Manager will develop a "secret shopper" model to conduct spot checks for compliance. In addition, a participatory evaluation model in which the projects many partners will join together quarterly to interpret data from monthly/quarterly reports, communicate evaluation results and share best practices. Anticipated barriers and challenges include close monitoring of calendars as not to duplicate efforts particularly at community events. The Project Manager will set up an events calendar to manage and monitor the information. Working across a tri-county area will require understanding of each micropopulation. This will require the Project Manager to spend time with collaborative leaders in each county to ensure understanding of county dynamics. The Project Manager will lead the monitoring, evaluation and reporting efforts. As the lead applicant HSD will provide additional assistance from its Planning and Evaluation and Program Support Units to support these efforts. HSD currently manages over 80 contracts with community based organizations that provide a variety of services. Contracts require monthly reports on performance outcome measures and invoicing. These reports and invoices are scrutinized by management staff prior to being sent to the Fiscal Department for payment.

As the lead applicant, HSD is required by Board of Supervisors to execute county contracts with scopes of work for any agency receiving county and/or grant funds. In addition, MOUs with scopes of work are necessary for those partnering with HSD but not receiving a monetary payment. Both the contract and MOU have non-performance clauses that allow for suspension of a contract or MOU. After monthly reports and invoices are scrutinized by management staff, a meeting will be held with any contractor that is non-compliant. A corrective action plan will be developed and monitored. Continued noncompliance will result in the termination of the contract, but our first approach is to understand the factors leading to a problem and attempt to resolve them.

Attachment D

Outreach and Education Worksheet

Copy of

California Health Benefit Exchange/Santa Cruz County Human Services Department

Agreement Number 12-E9122

Attachment 2

Work Plan - Santa Cruz County Human Services Department												
(1) Work Plan ID	(2) Date (mm/dd/yyyy)	(3) Organizational Attending (Lead and/or subcontractor)	(4) Event ID (from Master Contract/Event List)	(5) Event Name	(6) Event Type	(7) Location - County	(8) Location - City	(9) Location - Zip Code	(10) Number of Staff attending	(11) Target Population	(12) Estimated # of Households Education	(13) Estimated # of Households Outreach
	9/30/2014	MC DSS		outreach	Event	Monterey	Holy Trinity Church	95077	1	6,13,2,8	3	50
	9/30/2014	MC DSS		outreach	Event	Monterey	Big Sur Health Center	93920	1	6,13,2,8	3	5
	10/31/2014	MC DSS		outreach	Event	Monterey	Pajaro Resource Center	95076	1	6,13,2,8	3	25
	10/31/2014	MC DSS		outreach	Event	Monterey	Castro Family Resource Center	95012	1	6,13,2,8	3	25
	10/31/2014	MC DSS		outreach	Event	Monterey	Allisal Health Center	93905	1	6,13,2,8	3	25
	10/31/2014	MC DSS		outreach	Event	Monterey	Rosa-Care Clinic	93955	1	6,13,2,8	3	10
	10/31/2014	MC DSS		outreach	Event	Monterey	Salinas Women, Infants and Children	93905	1	6,13,2,8	3	30
	10/31/2014	MC DSS		outreach	Event	Monterey	Rancho Cielo Youth Programs	92908	1	6,13,2,8	3	20
	10/31/2014	MC DSS		outreach	Event	Monterey	King City Women, Infants and Children	93930	1	6,13,2,8	3	50
	10/31/2014	MC DSS		outreach	Event	Monterey	La Manzanita Community Resources	95076	1	6,13,2,8	3	25
	10/31/2014	MC DSS		outreach	Event	Monterey	Soledad Women, Infants and Children	93960	1	6,13,2,8	3	30
	10/31/2014	MC DSS		outreach	Event	Monterey	Food Bank of Monterey County	93901	1	6,13,2,8	3	25
	10/31/2014	MC DSS		outreach	Event	Monterey	Seaside Women, Infants and Children	93955	1	6,13,2,8	3	25
	10/31/2014	MC DSS		outreach	Event	Monterey	Porter-Vallejo Mansion	95076	1	6,13,2,8	8	25
	10/31/2014	MC DSS		outreach	Event	Monterey	Shelter Outreach Plus	93933	1	6,13,2,8	3	20
	10/31/2014	MC DSS		outreach	Event	Monterey	Holy Trinity Church	93927	1	6,13,2,8	3	50
	10/31/2014	MC DSS		outreach	Event	Monterey	Big Sur Health Center	93920	1	6,13,2,8	3	5
	11/30/2014	MC DSS		outreach	Event	Monterey	Pajaro Resource Center	95076	1	6,13,2,8	3	25
	11/30/2014	MC DSS		outreach	Event	Monterey	Castro Family Resource Center	93012	1	6,13,2,8	3	25
	11/30/2014	MC DSS		outreach	Event	Monterey	Allisal Health Center	93905	1	6,13,2,8	3	25
	11/30/2014	MC DSS		outreach	Event	Monterey	Rosa-Care Clinic	93955	1	6,13,2,8	3	10
	11/30/2014	MC DSS		outreach	Event	Monterey	Salinas Women, Infants and Children	93905	1	6,13,2,8	3	30
	11/30/2014	MC DSS		outreach	Event	Monterey	Rancho Cielo Youth Programs	92908	1	6,13,2,8	3	20
	11/30/2014	MC DSS		outreach	Event	Monterey	King City Women, Infants and Children	93930	1	6,13,2,8	3	50
	11/30/2014	MC DSS		outreach	Event	Monterey	La Manzanita Community Resources	95076	1	6,13,2,8	3	25
	11/30/2014	MC DSS		outreach	Event	Monterey	Soledad Women, Infants and Children	93960	1	6,13,2,8	3	30
	11/30/2014	MC DSS		outreach	Event	Monterey	Food Bank of Monterey County	93901	1	6,13,2,8	3	25
	11/30/2014	MC DSS		outreach	Event	Monterey	Seaside Women, Infants and Children	93955	1	6,13,2,8	3	25
	11/30/2014	MC DSS		outreach	Event	Monterey	Porter-Vallejo Mansion	95076	1	6,13,2,8	8	25
	11/30/2014	MC DSS		outreach	Event	Monterey	Shelter Outreach Plus	93933	1	6,13,2,8	3	20
	11/30/2014	MC DSS		outreach	Event	Monterey	Holy Trinity Church	93927	1	6,13,2,8	3	50
	11/30/2014	MC DSS		outreach	Event	Monterey	Big Sur Health Center	93920	1	6,13,2,8	3	5
	12/31/2014	MC DSS		outreach	Event	Monterey	Pajaro Resource Center	95076	1	6,13,2,8	3	25
	12/31/2014	MC DSS		outreach	Event	Monterey	Castro Family Resource Center	95012	1	6,13,2,8	3	25
	12/31/2014	MC DSS		outreach	Event	Monterey	Allisal Health Center	93905	1	6,13,2,8	3	25
	12/31/2014	MC DSS		outreach	Event	Monterey	Rosa-Care Clinic	93955	1	6,13,2,8	3	10
	12/31/2014	MC DSS		outreach	Event	Monterey	Salinas Women, Infants and Children	93905	1	6,13,2,8	3	30
	12/31/2014	MC DSS		outreach	Event	Monterey	Rancho Cielo Youth Programs	92908	1	6,13,2,8	3	20

Work Plan - Santa Cruz County Human Services Department

(1) Work Plan ID	(2) Date (mm/dd/yyyy)	(3) Organization Attending (Lead and/or subcontractor)	(4) Event ID from Master Community Event List	(5) Event Name	(6) Event Type	(7) Location - County	(8) Location - City	(9) Location - Zip Code	(10) Number of Staff attending	(11) Target Population	(12) Estimated # of Households Educator	(13) Estimated # of Households Outreach
	12/31/2014	MC DSS		outreach	Event	Monterey	King City Women, Infants and Children	93930	1	6,13,2,8	3	50
	12/31/2014	MC DSS		outreach	Event	Monterey	La Manzana Community Resources	95076	1	6,13,2,8	3	25
	12/31/2014	MC DSS		outreach	Event	Monterey	Soledad Women, Infants and Children	93955	1	6,13,2,8	3	30
	12/31/2014	MC DSS		outreach	Event	Monterey	Food Bank of Monterey County	93901	1	6,13,2,8	3	25
	12/31/2014	MC DSS		outreach	Event	Monterey	Seaside Women, Infants and Children	93955	1	6,13,2,8	3	25
	12/31/2014	MC DSS		outreach	Event	Monterey	Porter-Vallejo Mansion	95076	1	2,6,8,9,13	8	25
	12/31/2014	MC DSS		outreach	Event	Monterey	Shelter-Outreach Plus	93933	1	2,6,8,9,13	3	20
	12/31/2014	MC DSS		outreach	Event	Monterey	Holy Trinity Church	93927	1	2,6,8,9,13	3	50
	12/31/2014	MC DSS		outreach	Event	Monterey	Big Sur Health Center	93920	1	2,6,8,9,13	3	5
Total											400	3,125

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN SERVICES DEPARTMENT**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Monterey County
NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date _____

Director's Signature

Address of Vendor/Recipient: _____

ATTACHMENT F

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT
MEDI-CAL DATA PRIVACY AND SECURITY CONFIDENTIALITY AGREEMENT

AGENT: Monterey County

CONFIDENTIALITY AGREEMENT:

Monterey County, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of Santa Cruz and, if so, may have access to confidential data and client protected information pertaining to persons and/or entities receiving services from the County. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the County of Santa Cruz or by other vendors doing business with the County of Santa Cruz. The County has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. The County must ensure that the confidential data and client protected information shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this agreement as a condition of its/her/his work for the County.

CONTRACTOR hereby agrees not to divulge to any unauthorized person, company or organization any of the data or information obtained while performing work pursuant to the attached contract with the County of Santa Cruz. CONTRACTOR agrees to forward all requests for the release of any data or client protected information received by it/her/him to the County Designated Representative.

CONTRACTOR further agrees to keep confidential all financial, health, criminal and public assistance records and all data and client protected information pertaining to persons and/or entities receiving services from the County, including design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract. CONTRACTOR agrees to protect said confidential materials against disclosure to other than County employees who have a need to know the information. CONTRACTOR agrees that if proprietary information supplied by the County or by other County vendors is provided to it during this engagement, CONTRACTOR shall keep such information confidential.

CONTRACTOR agrees to report to the County Designated Representative any and all violations of this contract by it/her/him and by any other person, company or organization of which it becomes aware. CONTRACTOR agrees to return all confidential materials to the County Designated Representative upon completion of termination of the contract.

It is acknowledge that violation of this agreement may subject CONTRACTOR to civil and/or criminal action and that the County of Santa Cruz may seek possible legal redress.

NAME: _____
(Signature)

DATE: _____

NAME: _____
(Please print)

POSITION: AGENT



California Health Benefit Exchange

Board Members

Diana S. Dooley, Chair
 Kimberly Belshé Paul Fearer
 Susan Kennedy Robert Ross, MD

Executive Director

Peter V. Lee

Cost Allocation Plan Certification (Non-profit)

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief that:

- (1) the information contained in the Plan dated _____ was prepared in accordance with 2 CFR Part 230 (formerly OMB Circular A-122),
- (2) the costs have been accorded consistent treatment in accordance with generally accepted accounting principles,
- (3) an adequate accounting and statistical system exists to support claims that will be made under the Plan,
- (4) the information provided in support of the Cost Allocation Plan is accurate, and
- (5) all federally unallowable costs have been excluded from allocations.

I declare that the foregoing is true and correct.

Organization: _____

Signature: _____

Name of Official (printed): _____

Title: _____

Date of Execution: _____

(Signed by the official having the authority to negotiate cost allocation plans for the organization, or by a higher level official.)