



CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 29 Pages

AGREEMENT NUMBER EE-13-	AMENDMENT NUMBER A1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California Health Benefit Exchange
CONTRACTOR'S NAME
2. The term of this Agreement is October 1, 2014 through June 30, 2015
3. The maximum amount of this Agreement after this amendment is: Undefined
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. Purpose: The purpose of this amendment is to incorporate new requirements to comply with recent federal regulations, revise payment provisions for application assistance payments that result in Medi-Cal enrollments, update the privacy provisions, add the California Health Benefit Exchange's (Covered California) Marketing and Branding guidelines, and change the end term of the contract to June 30, 2015.
 - II. Exhibit A, Scope of Work (10 Pages) is hereby updated and replaced in its entirety.
 - III. Exhibit B, Budget and Payment Provisions (4 Pages) is hereby updated and replaced in its entirety.
 - IV. Exhibit E, Privacy and Security Requirements (10 pages). The Business Associates Agreement Exhibit E (12 pages) is hereby removed and replaced with the Exhibit E – Privacy and Security Requirements.
 - V. Exhibit H, Non-Prohibited Conflict of Interest Disclosure (1 Page) was mislabeled and will no longer be used and is hereby removed from this agreement. The same heading was used in Exhibit F, Non-Prohibited Conflict of Interest Disclosure (3 Pages) of the original agreement, and was duplicated in Exhibit H.
 - VI. Exhibit H, Marketing & Branding Guidelines (5 Pages) is hereby added to this agreement.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: GC Sec 100505
AGENCY NAME		
California Health Benefit Exchange		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	<u>12/12/14</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
LaVonne Coen, Deputy Chief Operations Officer		
ADDRESS		
1601 Exposition Blvd., Sacramento, CA 95815		

SCOPE OF WORK

This Agreement is made between the State of California, acting by and through the California Health Benefit Exchange, hereafter referred to as the "Exchange" and _____, an entity duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as "Contractor."

A. Purpose:

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

The Exchange is creating a new marketplace that will offer subsidized health care coverage in the form of premium assistance and cost sharing reductions to individuals and families with incomes between 138% - 400% of the Federal Poverty Level limits. Premium assistance and/or cost sharing reductions will only be available to consumers in California through the Exchange. Consumers will not be able to obtain premium assistance and/or cost sharing reductions through the private health insurance market. Regardless of whether a consumer is determined to be eligible for subsidies, the Exchange will provide access to coverage and premiums in an easy to access and understandable format at the same price that is available outside of the Exchange.

Accordingly, the purpose of this agreement is to secure the services of Certified Enrollment Counselors to help facilitate enrollment and retention into the insurance programs offered through the Exchange.

The Enrollment Assistance Program within the Exchange is tasked with following objectives:

1. Establish a trusted statewide Enrollment Assistance Program that reflects the cultural and linguistic diversity of the target audiences and results in successful relationships and partnerships among Certified Enrollment Counselors serving insurance affordability programs throughout the state.
2. Ensure Certified Enrollment Counselors are knowledgeable of Qualified Health Plans (QHPs) available through the Exchange and equipped with the information and expertise needed to successfully persuade individuals of the value of purchasing and using health insurance.
3. Promote retention of existing insurance coverage in public programs and the individual market, as well as in employer-based coverage.

The authority to enter this agreement arises from Government Code Section 100503, subparagraph (s), where the Exchange is directed to "Exercise all powers reasonably necessary to carry out and comply with the duties, responsibilities, and requirements of this act [California Patient Protection and Affordable Care Act] and the federal act [Patient Protection and Affordable Care Act (Public Law 111-148)]." Furthermore, under 45 CFR

EXHIBIT A

155.205(d), the Secretary of the United States Health and Human Services has promulgated regulations requiring the Exchange to establish Consumer Assistance functions.

B. Definitions:

1. **Certified Enrollment Entity:** An entity or individual registered by the Exchange to provide one-on-one consumer assistance. A Certified Enrollment Entity shall be registered in the In-Person Assistance Program.
2. **Consumer:** A person or entity seeking information on eligibility and enrollment or seeking application assistance with a health insurance or health related product available through the Exchange. The term consumer includes, but is not limited to, an applicant, an application filer, authorized representative, employer, qualified employee, qualified employer, qualified individual, small employer, or enrollee as defined in Section 6410 Title 10, of the California Code of Regulations.
3. **Consumer Assistance:** The programs and activities created under 45 C.F.R. § 155.205(d) to provide one-on-one assistance to consumers.
4. **In-Person Assistance Program (IPA Program):** The Program whereby Certified Enrollment Entities may be compensated for successful enrollment of consumers in the Exchange.
5. **In-Person Assister:** A Certified Enrollment Counselor who is affiliated pursuant to Section 6654, Title 10, of the California Code of Regulations with a Certified Enrollment Entity who is registered in the IPA Program.
6. **Certified Enrollment Counselor:** An individual who is certified by the Exchange pursuant to Section 6654, Title 10, of the California Code of Regulations to provide face-to-face, one-on-one-consumer assistance.
7. **Qualified Health Plans (QHP):** Has the same meaning as that term is defined in Patient Protection and Affordable Care Act Section 1301, 42 U.S.C. 18021. For the purpose of this Agreement, QHPs shall be limited to plans made available through the Exchange on the individual market.

C. Scope of Work:

1. Contractor and all affiliated Certified Enrollment Counselors shall perform the following functions:
 - a. Maintain expertise in eligibility, enrollment, and program specifications;
 - b. Provide information and services in a fair, accurate, and impartial manner, which includes providing information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including QHPs; and helping consumers make informed decisions during the health coverage selection process. Such information and services shall include assistance with all other insurance affordability programs (e.g., Medicaid and Children's Health Insurance Programs);

EXHIBIT A

- c. Facilitate selection of a QHP;
- d. Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under section 2793 of the Public Health Service Act, 42 U.S.C. § 300gg-93, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage;
- e. Comply with the privacy and security standards established by the Exchange pursuant to 45 C.F.R. § 155.260;
- f. Prior to accessing any consumer's personally identifiable information, CECs shall:
 - i. Inform the consumer that the Certified Enrollment Counselor must obtain his or her authorization prior to accessing any personally identifiable information;
 - ii. Inform each consumer of the roles and responsibilities of the Certified Enrollment Counselor as set forth in California Code of Regulations Title 10, Chapter 12, Article 8, Section 6664 (a)(1)-(5), (7);
 - iii. Obtain oral or written authorization from the consumer to access the consumer's personally identifiable information;
 - (i) Written authorization shall contain a consumer's signature and a written attestation completed by the Certified Enrollment Counselor affirming under penalty of perjury that the Certified Enrollment Counselor:
 - a. Is a Certified Enrollment Counselor affiliated with a Certified Enrollment Entity or Navigator program as defined in Section 6650;
 - b. Conveyed all the information required under this subdivision to the consumer in a language and manner which he or she understands; and
 - c. Obtained written authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill the duties as described in California Code of Regulations Title 10, Chapter 12, Article 8, Section 6664.
 - (ii) Oral authorization shall be accompanied by a written attestation completed by the Certified Enrollment Counselor affirming under penalty of perjury that the Certified Enrollment Counselor:
 - a. Is a Certified Enrollment Counselor affiliated with a Certified Enrollment Entity or Navigator program as defined in California Code of Regulations Title 10, Chapter 12, Article 8, Section 6650;

EXHIBIT A

- b. Conveyed all the information required under this subdivision to the consumer in a language and manner which he or she understands; and
 - c. Obtained oral authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill the duties as described in California Code of Regulations Title 10, Chapter 12, Article 8, Section 6664.
- iv. Inform the consumer that the Certified Enrollment Counselor cannot choose a health insurance plan on the consumer's behalf;
 - v. Inform the consumer that the Certified Enrollment Counselor will provide the consumer with information regarding the health insurance options and insurance affordability programs for which he or she may be eligible;
 - vi. Inform the consumer that his or her personally identifiable information will be kept private and secure in accordance with the standards set forth in § 45 C.F.R. 155.260;
 - vii. Inform the consumer that if the Certified Enrollment Counselor cannot assist the consumer, he or she will refer the consumer to another Certified Enrollment Counselor or the Covered California Call Center;
 - viii. Inform the consumer that the Certified Enrollment Counselor will not charge a fee in exchange for performing the duties described in Section 6664;
 - ix. Inform the consumer that the assistance is based only on the information provided by the consumer, and if the information given is inaccurate or incomplete, the Certified Enrollment Counselor may not be able to offer assistance;
 - x. Inform the consumer that the authorization set forth in California Code of Regulations Title 10, Chapter 12, Article 8, Section 6664 (a)(6)(C) may be revoked at any time; and
 - xi. Maintain a record of the consumer's authorization form for a minimum of six (6) years.
- g. For Certified Enrollment Entities Only, maintain a physical presence in the state of California so that face-to-face assistance can be provided to applicants and enrollees.
 - h. Ensure that voter registration assistance is available in compliance with Section 6462 of Title 10, Chapter 12, Article 4; and
 - i. Comply with any applicable federal or state laws and regulations
2. 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

EXHIBIT A

individuals with limited English proficiency as required by 45 CFR §§ 155.205(c)(2) and 155.215(c), Contractor and its affiliated Certified Enrollment Counselors shall:

- a. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in their service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs;
 - b. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary languages spoken;
 - c. Provide consumers with information and assistance in the consumer's preferred language, at no cost to the consumer, including the provision of oral interpretation of non-English languages and the translation of written documents in non-English languages when necessary or when requested by the consumer to ensure effective communication. Use of a consumer's family or friends as oral interpreters can satisfy the requirement to provide linguistically appropriate services only when requested by the consumer as the preferred alternative to an offer of other interpretive services;
 - d. Provide oral and written notice to consumers with limited English proficiency, in their preferred language, informing them of their right to receive language assistance services and how to obtain them;
 - e. Receive ongoing education and training in culturally and linguistically appropriate service delivery; and
 - f. Implement strategies to recruit, support, and promote a staff that is representative of the demographic characteristics, including primary languages spoken, of the communities in their service area.
3. To ensure that consumer assistance is accessible to people with disabilities, Contractor and its affiliated Certified Enrollment Counselors shall:
- a. Ensure that any consumer education materials, Web sites, or other tools utilized for consumer assistance purposes, are accessible to people with disabilities, including those with sensory impairments, such as visual or hearing impairments, and those with mental illness, addiction, and physical, intellectual, and developmental disabilities;
 - b. Provide auxiliary aids and services for individuals with disabilities, at no cost, when necessary or when requested by the consumer to ensure effective communication. Use of a consumer's family or friends as interpreters can satisfy the requirement to provide auxiliary aids and services only when requested by the consumer as the preferred alternative to an offer of other auxiliary aids and services;
 - c. Provide assistance to consumers in a location and in a manner that is physically and otherwise accessible to individuals with disabilities;

EXHIBIT A

- d. Ensure that authorized representatives are permitted to assist an individual with a disability to make informed decisions; and
 - e. Acquire sufficient knowledge to refer people with disabilities to local, state, and federal long-term services and supports programs when appropriate.
4. To ensure that no consumer is discriminated against, Contractor and its affiliated Certified Enrollment Counselors shall provide the same level of service to all individuals regardless of age, disability, culture, sexual orientation, or gender identity and seek advice or experts when needed.
 5. Contractor shall ensure that its affiliated Certified Enrollment Counselors wear the badge issued by the Exchange at all times when providing consumer assistance.
 6. Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of the Exchange, or any other information as required by federal and state law or guidance, all staff, including employees, contract or sub-contract personnel, vendors or volunteers, who perform services under this agreement, must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, Section § 6456 and Title 10, Chapter 12, Article 8, section 6664.
 7. Certified Enrollment Counselors shall report to the Exchange any subsequent arrests for which they have been released on bail or personal recognizance, criminal convictions, and administrative actions taken by any other agency, within 30 calendar days of the date of each occurrence in accordance with Section 6456 (e)(1) of Article 4.
 8. Contractor shall ensure that it and any affiliated Certified Enrollment Counselors never:
 - a. Have a conflict of interest as defined in paragraph E of this Exhibit.
 - b. Mail the paper application for the consumer;
 - c. Coach the consumer to provide inaccurate information on the application regarding income, residency, immigration status, or other eligibility rules;
 - d. Recommend one plan or provider over another;
 - e. Accept any premium payments from the consumer;
 - f. Input any premium payment information on behalf of the consumer;
 - g. Pay any part of the premium or any other type of consideration to or on behalf of the consumer.
 - h. Induce or accept any type of direct or indirect remuneration from the consumer;
 - i. Intentionally create multiple applications from the same household, as defined in 45 C.F.R. § 435.603(f); or
 - j. Invite, influence, or arrange for an individual whose existing coverage through an eligible employer-sponsored plan is affordable and provides minimum value, as

EXHIBIT A

described in 26 USC § 36B(c)(2)(C) and in 26 C.F.R. § 1.36B-2(c)(3)(v) and (vi), to separate from employer-based group health coverage.

- k. Provide gifts, including gift cards or cash or provide promotional items that market or promote the products or services of a third party, to any applicant or potential enrollee as an inducement for enrollment. Gifts, gift cards, or cash may be provided for the purpose of providing reimbursement for legitimate expenses incurred by a consumer in effort to receive Exchange application assistance, such as, but not limited to, travel or postage expenses;
 - l. Use Exchange funds to purchase gifts or gift cards, or promotional items that market or promote the products or services of a third party, that would be provided to any applicant or potential enrollee;
 - m. Solicit any consumer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a consumer to provide application or enrollment assistance without the consumer initiating the contact, unless the consumer has a pre-existing relationship with the individual Certified Enrollment Counselor or Certified Enrollment Entity and other applicable State and Federal laws are otherwise complied with. Outreach and education activities may be conducted by going door-to-door or through other unsolicited means of direct contact, including calling a consumer; or
 - n. Initiate any telephone call to a consumer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual Certified Enrollment Counselor or Certified Enrollment Entity has a relationship with the consumer and so long as other applicable State and Federal laws are otherwise complied with.
9. Contractor shall notify the Exchange of every individual to be added or removed as an affiliated Certified Enrollment Counselor. Such notification shall include:
- a. Contractor's Name and Certified Enrollment Entity Number.
 - b. Name and signature of Contractor's Authorized Contact;
 - c. Name, e-mail, and primary phone number of the individual to be added or removed;
 - d. Effective date for the addition or removal of the individual; and
 - e. An indication of whether the individual is certified as an Certified Enrollment Counselor, and if so, the following information:

EXHIBIT A

- i. Certification number; and
 - ii. When adding an individual, site(s) to be served by the individual.
10. Notify the Exchange of any change in Contact information for Contractor or its affiliated Certified Enrollment Counselors.

11. Training

- a. Prior to any of its affiliated Certified Enrollment Counselors carrying out any consumer assistance functions, Contractor shall:
 - i. Complete training for the management of Certified Enrollment Entities administered by the Exchange; and
 - ii. Ensure that all Certified Enrollment Counselors are prepared to serve both the individual Exchange and the Small Business Health Options Program by completing the training and passing the exam administered by the Exchange.
- b. Upon completion of management training, Contractor shall be registered as a Certified Enrollment Entity by the Exchange and assigned a Certified Enrollment Entity Number. If Contractor's Authorized Contact, or his or her designee, fails to complete the training for Certified Enrollment Counselors within 90 calendar days, Contractor shall be deregistered.
- c. Failure to complete training for the management of Certified Enrollment Entities within 90 days of submitting an application to the Exchange shall be deemed a material breach of this agreement, and Contractor shall be deregistered as a Certified Enrollment Entity.
- d. Contractor shall ensure that affiliated Certified Enrollment Counselors do not perform any consumer assistance functions if more than twelve (12) months have passed since the Certified Enrollment Counselor passed the certification exam administered by the Exchange.

D. Compliance

1. Contractor hereby certifies that it is in compliance with the program standards established by this Agreement and Title 10, Chapter 12, Article 8, of the California Code of Regulations. Any change or failure in Contractor's ability to comply shall be reported immediately to the Exchange.

E. Conflict of Interests

1. Contractor hereby certifies that Contractor and all Certified Enrollment Counselors affiliated with Contractor:

EXHIBIT A

- a. Do not concurrently hold a license issued by the California Department of Insurance;
 - b. Do not employ, are not employed by, in a partnership with, or receive any remuneration arising out of functions performed under this Agreement from any individual or entity currently licensed by the California Department of Insurance;
 - c. Are not:
 - i. Health insurance issuers or stop loss insurance issuers;
 - ii. Subsidiaries of health insurance issuers or stop loss insurance issuers;
 - iii. An association that include members of, or lobbies on behalf of, the insurance industry; or
 - iv. Recipients of any direct or indirect consideration from any health insurance issuer or stop loss insurance issuer in connection with the enrollment of any individuals or employees in a QHP or non-QHP.
 - d. Will provide information to consumers about the full range of QHP options and insurance affordability programs for which they are eligible; and
 - e. Will disclose the following non-prohibited conflicts of interest to the Exchange in Exhibit F. Any changes to these disclosures must be reported to the Exchange within 10 business days. In addition, Contractor shall disclose the following non-prohibited conflicts of interest in plain language to each consumer who receives application assistance:
 - i. Any lines of insurance business, not covered by the restrictions on participation and prohibitions on conduct in this Section E of this Exhibit, which Contractor intends to sell while carrying out the consumer assistance functions;
 - ii. 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
 - iii. 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.
2. Contractor certifies that it has a written plan to remain free of conflicts of interest while carrying out consumer assistance functions under this Agreement. This plan shall be made available upon request to the Exchange.

EXHIBIT A

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

F. Consumer Messaging:

1. The Contractor shall utilize only approved collateral materials (e.g., brochures, postcards, and flyers) with the Exchange's branding when conducting activities under this Agreement.
2. Contractor agrees to comply with the Exchange's branding guidelines in accordance with Exhibit H.
3. Any collateral materials developed by Contractor shall be reviewed and approved by the Exchange prior to public release.
4. The Exchange shall provide the Contractor with collateral materials in limited quantities, free of charge.
 - a. Contractor shall order and track collateral materials from the Exchange.
 - b. Contractor shall maintain adequate supply levels of collateral materials at all times.
 - c. Contractor shall maintain compliance with established policies regarding the ordering and use of collateral materials.

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS**

This Exhibit applies to Certified Enrollment Entities eligible for compensation per Section 6668 of the Enrollment Assistance Regulations, and excludes Certified Enrollment Entities awarded Navigator Grant funds for consumer assistance resulting in successful enrollment and effectuation of coverage in a Qualified Health Plan (QHP).

A. Compensation:

1. Consumer assistance resulting in successful enrollment and effectuation of coverage in a QHP or eligibility in MAGI or non-MAGI Medi-Cal provided by an affiliated Certified Enrollment Counselor shall be compensated to the Certified Enrollment Entity as follows:
 - a. \$58 for each initial application during open or special enrollment;
 - b. \$58 for each re-enrollment application; and
 - c. \$25 for each annual renewal application.

B. Compensation Scenarios

1. Terms used in this section shall be defined as follows:
 - a. Current Covered California Consumer: Consumer is enrolled in a QHP offered through the Exchange on the day that the Exchange receives a Submitted Application.
 - b. Current Medi-Cal Consumer: Consumer is enrolled in MAGI or Non-MAGI Medi-Cal on the day the Exchange receives a Submitted Application.
 - c. New Covered California Consumer: On the day that the Exchange receives a Submitted Application, the consumer is not enrolled in a QHP offered through the Exchange and not being redetermined for MAGI Medi-Cal eligibility per 42 C.F.R. 435.916.
 - d. New Medi-Cal Consumer: On the day that the Exchange receives a Submitted Application, the Consumer is newly eligible for Medi-Cal coverage pursuant to the federal Patient Protection and Affordable Care Act (Public Law 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152), or has not been enrolled in the Medi-Cal program during the previous 12 months prior to the day the Exchange received a Submitted Application.
 - e. MAGI Medi-Cal: The program whereby individuals are enrolled in Medi-Cal based on a Modified Adjusted Gross Income that is in the applicable federal poverty level (FPL) program.
 - f. Non-MAGI Medi-Cal: The program whereby individuals are enrolled in Medi-Cal based on status as aged, blind or disabled as defined by Title XIX of the Social Security Act.

EXHIBIT B

- g. Initial and Annual Open Enrollment Periods: the periods established by Section 6502, Title 10, of the California Code of Regulations.
- h. Share of Cost (SOC): A person's or family's net income in excess of their maintenance need that must be paid or obligated toward the cost of health care services before the person or family may be certified and receive Medi-Cal cards.
- i. Submitted Application: An application submitted per Section 6470(i), Title 10, of the California Code of Regulations unless that application is deemed incomplete per subdivision (k) of that same Section. An incomplete application shall be considered submitted once the applicant has provided the missing information pursuant to subdivision (k)(3) of Section 6470.
- j. Special Enrollment Periods: the periods established by Section 6504, Title 10, of the California Code of Regulations.
- k. Split Household: A single household that has an Approved Medi-Cal Application for one or more family members and coverage is effectuated in a QHP offered through the Exchange for one or more different family members.
- l. Approved Medi-Cal Application: a New Medi-Cal Consumer is determined eligible for MAGI Medi-Cal and/or Non-MAGI Medi-Cal.

2. QHP Payment

Payment is based on effectuation of coverage in a QHP. Payment is per application (one per household) and shall be based on the following rate schedule:

#	Description	Payment
1.	New Covered California Consumer enrolls in a QHP through the Exchange (with or without dependents) during the Initial or Annual Open Enrollment Periods.	\$58
2.	New Covered California Consumer enrolls during Special Enrollment Periods.	\$58
3.	Current Covered California Consumer adds family/dependents (i.e. birth, marriage, adoption, loss of essential coverage) during	\$58

EXHIBIT B

	Special Enrollment.	
4.	Current Covered California Consumer renews enrollment during annual renewal.	\$25

3. Medi-Cal Payment

Payment is based on eligibility determination and not based on Medi-Cal plan enrollment. Payment is per application (one per household) and shall be based on the following rate schedule:

#	Description	Payment
	New Medi-Cal Consumer submits an Approved Medi-Cal Application. If an individual is eligible for both MAGI and Non-MAGI Medi-Cal (excluding MC SOC), only one payment shall be made.	\$58
	Split Household	\$29 from DHCS and \$29 from the Exchange

4. Certified Enrollment Entities shall not be compensated for providing consumer assistance with address changes, income changes, health status changes, or tax or family (dependent) decreases due to divorce or death.

C. User Fees Contingency Clause:

1. It is mutually agreed that if the collection of fees assessed from QHPs is not sufficient to provide the funds for this 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 Contractor or to furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

D. DHCS Budget Contingency Clause

1. If California Department of Health Care Services (DHCS) funding for this program for any fiscal year is reduced, deleted, delayed or exhausted, or if payment functionality is delayed, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount. In no event shall the State be responsible for late payment penalties related to Medi-Cal enrollments if a delay in payment functionality, a delay in DHCS funding, or a delay in DHCS approval to make the payments is a substantial factor in causing the late payments.

E. Federal Funding and Qualified Health Plan (QHP) Assessment Contingency Clause

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

F. Prompt Payment Clause:

The Exchange shall pay properly submitted, undisputed invoices, refunds, or other undisputed payments due to individuals within 120 days of receipt or notification thereof.

G. Non-resident Tax Withholdings:

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

EXHIBIT E

PRIVACY AND SECURITY REQUIREMENTS

A. Purpose of Exhibit

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

B. Definitions

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

(OMB M-07-16; California Civil Code section 1798.29.)
 - b. Disclosure: The release, transfer, provision of access to, or divulging in any other manner of PII outside the entity holding the information.
 - c. Federal Tax Information: Any return or return information as defined under the Internal Revenue Service Code, 26 U.S.C. section 6103(b)(1) and (2), received from the IRS or secondary source, such as SSA, Federal Office of Child Support

EXHIBIT E

Enforcement or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information. (IRS Pub. 1075, § 1.4.1)

- d. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (California Civil Code section 1798.3)
- e. **Personally Identifiable Information or "PII":** Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. (OMB M-07-16.) PII includes Federal Tax Information (FTI), Personal Information (PI) and Protected Health Information (PHI).
- f. **Privacy Incident:** the attempted or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of PII or interference with system operations in an information system that processes, maintains, or stores PII.
- g. **Protected Health Information:** Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as defined in 45 C.F.R. section 160.103.
- h. **Security Incident:** The act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification, or destruction. Adverse events such as floods, fires, electrical outages, and excessive heat are not considered incidents. (Computer Matching Agreement, Agreement No. 2013-11, p.5.)

C. Applicable Laws

1. Contractor shall comply with any and all federal and state privacy and security laws, as well as applicable rules and regulations pertaining to the Exchange including, but not limited to, those arising under the federal Patient Protection and Affordable Care Act and its implementing regulations. To the extent a conflict arises between any laws or other requirements, Contractor agrees to comply with the applicable requirements imposing the more stringent privacy and security standards.
2. Exchange Privacy and Security Rules (45 C.F.R. section 155.260).

EXHIBIT E

- a. In accessing, collecting, using or disclosing PII in performing functions for the Exchange as authorized by this Agreement, Contractor shall only use or disclose PII to the minimum extent such information is necessary to perform such functions.
 - b. Contractor shall establish and implement privacy and security standards that are consistent with the principles of 45 C.F.R. section 155.260(a)(3) as set forth below in subsections (i) through (viii):
 - i. Individual access. Individuals shall be provided with a simple and timely means to access and obtain their PII in a readable form and format;
 - ii. Correction. Individuals shall be provided with a timely means to dispute the accuracy or integrity of their PII and to have erroneous information corrected or to have a dispute documented if their requests are denied;
 - iii. Openness and transparency. Contractor shall be open and transparent regarding its policies, procedures, and technologies that directly affect individuals and/or their PII;
 - iv. Individual choice. Individuals shall be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their PII;
 - v. Collection, use and disclosure limitations. PII shall be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;
 - vi. Data quality and integrity. Contractor will take reasonable steps to ensure that PII is complete, accurate, and up-to-date to the extent necessary for Contractor's intended purposes and has not been altered or destroyed in an unauthorized manner;
 - vii. Safeguards. PII will be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,
 - viii. Accountability. Contractor will use appropriate monitoring and other means and methods to assure accountability with these principles and to report and mitigate non-adherence and breaches.
1. California Information Practices Act. (Civil Code section 1798 et seq.)
- a. Contractor shall comply with the applicable privacy and security provisions of the Information Practices Act of 1977, California Civil Code section 1798 et seq. and shall provide assistance to the Exchange as may be reasonably necessary for the Exchange to comply with these provisions.

EXHIBIT E

2. Health Insurance Portability and Accountability Act ("HIPAA").

- a. Contractor expressly acknowledges and agrees that the Exchange is not a health care provider, a health care plan, or a health care clearinghouse. Accordingly, the parties mutually acknowledge and agree that, for purposes of this Agreement, the Exchange is not a Covered Entity as such term is specifically defined in HIPAA.
- b. Contractor expressly acknowledges and agrees that where the Exchange performs a function required under applicable law pursuant to 45 C.F.R. section 155.200, it is not acting as a Business Associate of any other Covered Entity and Contractor is not acting as the Exchange's Business Associate, as such terms are specifically defined in HIPAA.
- c. For certain programs related to the administration of the Medi-Cal Program, the Exchange has agreed to be the Business Associate of the Department of Health Care Services (DHCS). Therefore, to the extent that Contractor performs services related to the administration of the Medi-Cal program, contractor is the Exchange's subcontractor, and therefore, also a Business Associate as that term is specifically defined in HIPAA. Accordingly, if in performing functions pursuant to this Agreement Contractor accesses or uses PII that was provided to the Exchange by DHCS or for the purposes of the Medi-Cal program, Contractor shall comply with the applicable terms and conditions of HIPAA.

3. IRS Code section 6103 and Publication 1075

- a. Per the Exchange Privacy and Security Rules (45 CFR 155.260 (a)(4)(iii)), return information shall be kept confidential under 26 U.S. Code section 6103. As described by IRS publication 1075, conforming to the guidelines set forth in that publication meets the safeguard requirements of 26 U.S. Code section 6103(p)(4) for FTI.

4. Fingerprinting and Background Checks. (Government Code Section 1043)

- a. Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of the Exchange, or any other information as required by federal and state law or guidance, all staff, including employees, contract or sub-contract personnel, vendors or volunteers, who perform services under this agreement, must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, Section § 6456.

EXHIBIT E

D. Consumer Rights

1. Accounting of Disclosures
 - a. Contractor shall assist the Exchange in responding to accounting requests by individuals that are made to the Exchange under the Information Practices Act (Civil Code section 1798.25-29) and if Protected Health Information is involved, pursuant to HIPAA, 45 C.F.R. section 164.528.
 - b. The obligation of Contractor to provide an accounting of disclosures as set forth herein survives the expiration or termination of this Agreement with respect to accounting requests made after such expiration or termination.
2. Copies of Records Requests
 - a. Regardless of whether a request is made to the Exchange or to Contractor, Contractor shall respond to the request with respect to the record Contractor and its subcontractors maintain, if any, in a manner and time frame consistent with requirements specified in the Information Practices Act (Civil Code sections 1798.30-1798.34) and if Protected Health Information is involved, with HIPAA (45 C.F.R section 164.524).
3. Requests to Amend Records
 - a. Contractor shall make any amendments to Personally Identifiable information in a record that the Exchange directs or agrees to, whether at the request of the Exchange or an Individual.
 - b. Regardless of whether a request to amend records is made to the Exchange or to Contractor, Contractor shall respond to the request with respect to the record Contractor and its subcontractors maintain in a manner and time frame consistent with requirements specified in the Information Practices Act (Civil Code section 1798.35) and if Protected Health Information is involved, with HIPAA (45 C.F.R. section 164.526).
4. Requests to Restrict Use and Disclosure of Personally Identifiable Information
 - a. Contractor shall reasonably comply with any requests to restrict the use and disclosure of Personally Identifiable Information.
 - b. If Protected Health Information is involved, Contractor shall respond to the request in a manner and time frame consistent with requirements specified in HIPAA (45 C.F.R. section 164.522).
5. Confidential Communications Request
 - a. Upon receipt of written notice, Contractor shall reasonably comply with any requests to utilize an alternate address, email, or telephone number when communicating with the individual.

EXHIBIT E

- b. If the request is denied, a written response shall be sent to the individual stating the reasons for denying the request.
 - c. If Protected Health Information is involved, Regardless of whether a request is made to the Exchange or to Contractor, Contractor shall respond to the request in a manner and time frame consistent with requirements specified in HIPAA (45 C.F.R. section 164. 522 (b)(1)).
6. In responding to any requests from individuals, Contractor shall verify the identity of the person making the request to ensure that the person is the individual who is the subject of the PII or has authority to make requests concerning the PII before responding to the request.
7. In the event any individual submits any of these requests directly from Contractor, Contractor shall within five (5) calendar days forward such request to the Exchange.

E. Security Controls and Safeguards

1. Safeguards:
- a. At a minimum, contractor shall establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws to ensure
 - i. The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by the Exchange;
 - ii. Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
 - iii. Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;
 - iv. Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
 - v. Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and

EXHIBIT E

- vi. Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules.
- b. Encryption: Contractor shall encrypt all PII that is in motion or at rest, including but not limited to data on portable media devices, using commercially reasonable means, consistent with applicable Federal and State laws, regulations and agency guidance, including but not limited to the U.S. Department of Health and Human Services guidance specifying the technologies and methodologies that render PII unusable, unreadable, or indecipherable to unauthorized individuals for purposes of the breach notification requirements or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PII. Data centers shall be encrypted or shall otherwise comply with industry data security best practices.
- c. Contractor shall update these safeguards as appropriate and as requested by the Exchange.

F. Policies and Procedures:

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

G. Subcontractors

- 1. Contractor shall be bound by and be responsible for the acts and omissions of its subcontractors, agents or vendors in the exchange of data with the Exchange. Contractor shall take reasonable steps to ensure compliance with the terms of this Agreement by its subcontractors, agents and vendors.
- 2. Contractor agrees to enter into written contracts with its agents and contractors (collectively, "subcontractors") that obligate Contractor's subcontractors to abide by the same privacy and security standards and obligations that Contractor has agreed to in this agreement.

EXHIBIT E

3. Contractor represents and agrees that it shall only request that the Exchange transmit data to subcontractors with whom it has such agreements and only to the extent such information is necessary to carry out the purposes authorized by this Agreement.
4. Upon request, Contractor shall provide the Exchange with a copy of any written agreement or contract entered into by Contractor and its subcontractors to meet the obligations of Contractor under this Exhibit.

H. Privacy and Security Incidents

1. Contractor shall immediately report to the Exchange Privacy Officer at PrivacyOfficer@covered.ca.gov any actual or suspected Privacy Incident or Security Incident involving PII created or received under this Agreement. Contractor's report shall contain the following information to the extent applicable and known at that time:
 - a. A brief description of what happened including the date of the incident and the date of the discovery of the incident;
 - b. The names or identification numbers of the individuals whose PII has been, or is reasonably believed to have been accessed, acquired, used or disclosed
 - c. A description of the types of PII that were involved in the incident, as applicable;
 - d. Information regarding any information system intrusion and any systems potentially compromised;
 - e. A brief description of Contractor's investigation and mitigation plan; and
 - f. Any other information necessary for the Exchange to conduct an investigation and include in notifications to the individual(s) or relevant regulatory authorities under applicable privacy and security requirements.
2. Upon completion of the initial report, contractor shall immediately commence an investigation in accordance with applicable law to:
 - a. Determine the scope of the incident;
 - b. Mitigate harm that may result from the incident; and
 - c. Restore the security of the system to prevent any further harm or incidents.
3. Contractor shall cooperate with the Exchange in investigating the actual or suspected incident and in meeting the Exchange's obligations, if any, under applicable laws.
4. Contractor shall mitigate to the extent practicable any harmful effect of any Incident that is known or reasonably discoverable to Contractor.
5. After conducting its investigation, and within fifteen (15) calendar days, unless an extension is granted by the Exchange, Contractor shall file a complete report with the

EXHIBIT E

information listed above in subsection (1), if available. Contractor shall make all reasonable efforts to obtain all relevant information and shall provide an explanation if any information cannot be obtained. The complete report shall include a corrective action plan that describes the steps to be taken to prevent any future reoccurrence of the incident.

6. Contractor shall cooperate with the Exchange in developing content for any public statements and shall not give any public statements without the express written permission of the Exchange.
7. If a Breach requires notifications and reporting under applicable laws, and the cause of the Breach is attributable to Contractor, its agents or subcontractors, Contractor shall:
 - a. Be fully responsible for providing breach notifications and reporting as required under applicable laws;
 - b. Pay any costs of such Breach notifications as well as any costs or damages associated with the incident; and
 - c. Should the Exchange in its sole discretion determine that credit monitoring is an appropriate remedy, arrange for and bear the reasonable, out-of-pocket cost of providing to each such affected individual one (1) year of credit monitoring services from a nationally recognized supplier of such services.
8. If Contractor determines that an impermissible acquisition, use, or disclosure of PII does not require breach notifications or reporting, it shall document its assessment and provide such documentation to the Exchange within one week of its completion. Notwithstanding the foregoing, the Exchange reserves the right to reject Contractor's assessment and direct Contractor to treat the incident as a Breach.

I. Right to Inspect

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

J. Indemnification

1. Contractor shall indemnify, hold harmless, and defend the Exchange from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs the Exchange determines to be reasonable), losses, penalties, fines, and liabilities arising from or due to Contractor's failure to comply with the requirements of this Exhibit, including a breach or other non-permitted use or disclosure of PII by Contractor or its subcontractors or agents, including without limitation. Such indemnification shall be conditioned upon the Exchange giving notice of any claims to

EXHIBIT E

Contractor after discovery thereof. If Contractor should publish or disclose PII to others, the Exchange shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity, without posting a bond.

K. Termination of Agreement

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

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

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

EXHIBIT H

MARKETING & BRANDING GUIDELINES

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

A. Trademark and Brand Usage Guidelines for Communications and Web Sites

1. Covered California's brand and trademarks, as described below ("Covered California Marks") are valuable intellectual property and important assets of the organization. The Covered California Logo, and any other logo used to identify any product or service offered by Covered California, may not be used in any manner inconsistent with this Exhibit E and the Covered California Brand Style Guide (Rev. May 2014) available at www.CoveredCA.com and herein incorporated by reference without express written permission from Covered California.
2. The improper or unauthorized use of Covered California Marks or other intellectual property is a violation of Covered California's rights and is strictly prohibited. Unauthorized use or misrepresentation of Covered California, the California Health Benefit Exchange is also a violation of state law Section 100510 to the Government Code, Section 1360.5 of the Health and Safety Code, and Section 790.03 of the Insurance Code.
3. Section 100510 to the Government Code, Section 1360.5 of the Health and Safety Code, and Section 790.03 of the Insurance Code prohibits the holding oneself out as representing, constituting, or otherwise providing services on behalf of the California Health Benefit Exchange established pursuant to Section 100500 et. seq of the Government Code without a valid agreement with the California Health Benefit Exchange to engage in those activities. Any unauthorized use of the Covered California brand is outside of the scope of this agreement.
4. The Exchange reserves the right to revise the Covered California Brand Style Guide, and CEEs will be bound to comply with the material contained in the updated guide immediately upon receipt or other notification of the new guide.

B. Non-Exclusive License

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

COVERED CALIFORNIA™



EXHIBIT H

2. Contractor shall be entitled to use the Covered California Marks in conjunction with the marketing materials referenced herein subject to the terms and conditions set forth within this Exhibit and Brand Style Guide for the sole purpose of promoting the services performed by Contractor under Exhibit A.
3. Contractor accepts the above-referenced license "As-Is" without any representations or warranties, including but not limited to warranties of ownership or fitness for a particular purpose.
4. Contractor expressly acknowledges and agrees that nothing in this Exhibit is intended to nor shall result in the transfer of any ownership interests and that the Exchange shall at all times remain the sole and exclusive owner of the Covered California Marks.
5. In addition to the terms and conditions set forth herein, Contractor understands and agrees that the Exchange shall at all times be entitled to impose additional restrictions upon the use of the Covered California Marks for the sole purpose of protecting the goodwill and overall reputation of the Exchange and Covered California Marks.

Contractor shall be entitled to sub-license the use of the Covered California Marks; provided, however, that Contractor shall ensure that any and all sub-contractors shall execute and strictly abide by the terms of conditions specified within this Exhibit.

C. Non-Affiliation & Non-Endorsement

1. Neither the above-referenced license nor Contractor's use of the Covered California Marks shall at any time be interpreted or construed as creating a partnership, co-ventureship or other agency relationship between Contractor and Covered CA. Other than the use of the Covered California Marks in accordance with the license conveyed in this Exhibit, Contractor shall strictly refrain from any representations reasonably calculated to suggest or imply the existence of any such relationship.
2. The above-referenced license shall likewise at no time be interpreted or construed as an express or implied endorsement of any product, service or activity provided by or engaged in by Contractor involving the Covered California Marks.
3. Contractor shall at all times defend, indemnify and hold the Exchange harmless from and against any and all liability or claims arising directly or indirectly from any misrepresentation by Contractor of:
 - a. An agency relationship between the Exchange and Contractor; and
 - b. An endorsement by the Exchange of any product, service or activity provided or engaged in by Contractor for which the Covered California Marks are at any time used.

EXHIBIT H

D. Term & Termination

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

E. Disclaimer

1. Use of the Covered California Marks in external communications or a web site must be accompanied by the following disclaimer in a conspicuous font which should be placed on each page that displays Covered California Marks:
 - a. "Covered California," "California Health Benefit Exchange", and the Covered California Logo are registered trademarks or service marks of Covered California, in the United States. This web site is owned and maintained by [CEE Name], which is solely responsible for its content. This site is not maintained by or affiliated with Covered California, and Covered California bears no responsibility for its content. The e-mail addresses and telephone numbers that appear throughout this site belong to [CEE Name], and cannot be used to contact Covered California.
 - b. This statement should appear on:
 - i. CEE's home page; or
 - ii. Any "Who We Are" or "About Us" pages or other pages of similar purpose or content.
 - c. For purposes of this section, "conspicuous" means displayed apart from other print on the external communications or web site, in not less than 12-point boldface font type in capital letters that is at least 2-point boldface font type sizes larger than the next largest print used, and in contrasting type, layout, font, or color in a manner that clearly calls attention to the language.

F. Improper Uses of Covered California's Marks

1. Covered California's Marks may not be presented or used:
 - a. In a manner that suggests that editorial content has been authored by, or represents the views or opinions of, Covered California or its representatives, personnel or affiliates;

EXHIBIT H

- b. In a manner that is misleading, defamatory, obscene, infringing or otherwise objectionable;
- c. In connection with any material that infringes the trademark, copyright or any other rights of any third party;
- d. As part of a name of a product or service of a company or organization other than Covered California; or
- e. In a manner that infringes, derogates, dilutes, or impairs the rights of Covered California in such marks.

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

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

H. Clearly Identifying Exchange Products

1. For any medium of communications used with Consumers including, but not limited to, in-person, over the phone, or online, CEE must clearly identify which products are available through the Exchange as well as which products are sold outside the Exchange.
 - c.

I. Marketing Materials – Definition

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

J. Marketing Materials Subject to the CEE Marketing Guidelines

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

EXHIBIT H**K. General Marketing Material and Direct Mail Communications.**

1. Upon request, Certified Enrollment Entities shall provide Covered California with at least one (1) copy, unless otherwise specified by Covered California, of any marketing material Certified Enrollment Entities intends to use, mail, or has mailed, to its clients or prospective clients, including, but not limited to, brochures, leaflets, postcards, presentations, advertisements in phone books, newsletters, health education materials, and special announcements. Covered California shall have the right to request changes to or prohibit the distribution or use of any marketing material, as determined by Covered California in its sole discretion.

L. Submission Requirements & Process for Advertising Material

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

M. Confidential Treatment of Certified Enrollment Entities

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

N. Distribution of Marketing Materials Developed by Covered California.

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