

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

<input checked="" type="checkbox"/>	CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	41	Pages	AGREEMENT NUMBER	AMENDMENT NUMBER
				12-E9053	A2
				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
Contra Costa County
2. The term of this Agreement is **February 1, 2013** Through **June 30, 2017**
3. The maximum amount of this Agreement after this amendment is: **\$33,754,425.00**
 Thirty-three million seven hundred fifty-four thousand four hundred twenty-five dollars and no cents
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 extend the term of the contract, add additional funds and update and revise all exhibits.
 - II. Exhibit B – Budget Detail and Payment Provisions, (5 Pages) - is hereby revised and replaced in its entirety.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>		
Contra Costa County		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
John Gioia, Chair, Board of Supervisors		
<small>ADDRESS</small>		
40 Douglas Drive Martinez, CA 94553		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
California Health Benefit Exchange		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
LaVonne Coen, Deputy Chief Operations Officer		
<small>ADDRESS</small>		
1601 Exposition Blvd., Sacramento, CA 95815		
		<input checked="" type="checkbox"/> Exempt per:GC Sec 100505

EXHIBIT A (Public Entity Agreement)

SCOPE OF WORK

The Scope of Work consists of the following items, and is the basis of the work identified in Section 3, General Statement and Purpose of Work, of the HBEX12 County Service Center Request for Offer (RFO):

A. STATEMENT OF WORK:

Contra Costa County (County) shall provide staff and facilities to perform work as follows:

1. **STAFFING:**
 - a. The County shall provide, located at the County site:
 - 1) A minimum of one hundred and sixty two (162) full-time equivalents (FTEs) Customer Service Agents (CSAs), also referred to as Call Center staff. The number of permanent full-time and permanent intermittent CSAs will be determined based upon call center demand and direction from the Health Benefit Exchange (Exchange), as specified under this contract. It is understood that the permanent intermittent CSA assignments will require reduced hours or a variance from a full-time schedule during non-open enrollment periods.
 - 2) Sufficient front-line supervisors to meet an overall operational average of one-to-fifteen (1:15) ratio of supervisors to (CSAs). As the Exchange Service Center operations are further refined, the County shall conform to staffing ratios consistent with Exchange-operated facilities.
 - 3) Sufficient Operations management staff to provide an overall operational average of one-to-six (1:6) ratio of Operations Managers to supervisors. As the Exchange Service Center operations are further refined, the County shall conform to staffing ratios consistent with Exchange-operated facilities. A minimum of one (1) dedicated Operations Manager is required to be working at all times when the call center is open.
 - 4) One (1) dedicated Exchange Call Center Manager, one (1) dedicated Exchange Call Center Quality Control Manager, one (1) dedicated Exchange Call Center Training Coordinator, and one (1) dedicated Exchange Call Center Quality Assurance Monitor. The Exchange Call Center Manager, Exchange Call Center Quality Control Manager, and the Exchange Call Center Training Coordinator are accountable for the site's overall performance.
 - 5) A single, named individual designated as the Site Director or Exchange Call Center Manager, with dotted line accountability to the Exchange service center management. This role may be leveraged with other

EXHIBIT A (Public Entity Agreement)

County personnel; however, allocation to County Service Center shall be sufficient to meet Exchange needs.

The Exchange shall not restrict County hiring conditions, processes, or any other matters relative to the employment of staff under this contract such as required attendance at County or Department trainings, meetings, and any necessary work activities or accommodations. This includes the compensation of County Exchange staff including the granting of cost of living adjustments as part of the County's collective bargaining processes

2. QUALITY OF WORK:

Customer Service Agents must meet minimum training and performance requirements as set forth by the Exchange in order to be permitted to take and handle customer inquiries including phone calls, emails, and web chats.

- a. County shall commit to a formal performance management program that measures key performance metrics. Performance will be tracked by the Exchange and measured on the individual customer service agent, supervisor, manager, and site on a regular basis. This will include Average Handle Time, Schedule Adherence, Quality Adherence, and Customer Satisfaction. Any other key performance metrics to be measured or evaluated as requirements by the Exchange under this contract must be shared, discussed, and agreed-to by the County.

3. TASKS AND RESPONSIBILITIES – the County shall:

- a. Conduct Customer Service Agent training using, at a minimum, the Exchange provided training curriculum. The Exchange agrees to provide updated training curriculum, modules, and materials in a timely manner to conduct this training. Based on direction from the Exchange, the County will certify satisfactory training completion.
- b. Maintain call center hours of operation identical to the Exchange Service Center hours of operation in subparagraphs 1 and 2 below.
 - 1) Open Enrollment periods: Monday – Friday 8:00 a.m. – 8:00 p.m., and Saturday, 8:00 a.m. to 6:00 p.m.
 - 2) Non-Open Enrollment periods: Monday – Friday 8:00 a.m. – 6:00 p.m., and Saturday 8:00 a.m. – 5:00 p.m.
 - 3) The County is responsible for any local work rules changes required to conform to the Exchange Service Center hours of operation.
 - 4) The County may start work shifts at 7:45 a.m. to allow CSAs to be logged into all systems including the Automated Call Distribution (ACD) telephony system, the Customer Relationship Management (CRM) system, and the California Healthcare Eligibility, Enrollment and

EXHIBIT A **(Public Entity Agreement)**

Retention System (CalHEERS) to be ready to receive calls, emails, and chats promptly at 8:00 a.m. The County may also allow 30 minutes following the end of shifts for CSAs to end their calls and complete all wrap-up activities including systems log-off.

- c. Utilize the Service Center desktop utilized by the Exchange Service Center(s.) This is currently the California Healthcare Eligibility, Enrollment, and Retention System (CalHEERS), but may include other systems and technologies as determined by the Exchange. The Exchange shall provide, manage, maintain and upgrade, as may be determined necessary by the Exchange, call center technologies required to deliver multi-channel and customer service tools on the desktop (e.g., CalHEERS, Customer Relationship Management (CRM) system, Automated Call Distribution (ACD) system, et al) needed to take and handle customer calls for the Exchange, consistent with Exchange enterprise wide standards. The County will be informed in a timely manner of any system or technology problems which may affect Call Center operations, service levels, or performance. As appropriate, this notification will include direction, resolution and timing, plans of action and timeframes, and any necessary work-arounds that may be required.
- d. Utilize CalHEERS to determine eligibility and health care plan enrollment and certification; and to provide other customer services as may be necessary including renewals, addressing questions and discrepancies in health care plans, coverage or payments; or to assist with broker assistance, and in determining the status of either paper or on-line applications.
- e. Adhere to the Exchange protocols and scripts (knowledgebase) for contact handling.
- f. Provide staff on the dedicated queues with next available agent to support the Exchange Service Center. When staff are logged into the dedicated Exchange queue, they shall work on Exchange Service Center work only.
- g. Enable the CSA to handle a call, chat, or email through the potential life cycle, that is, from inquiry to eligibility through to plan enrollment. Other customer services such as those identified in Section 3.d above may be provided based on direction from the Exchange.
- h. Commit one or more liaison resources to work with the centralized Exchange Command Center. The centralized Exchange Command Center provides all workforce management forecasting, schedules and monitoring across all Exchange and County service center sites.
- i. Adhere to the Exchange Command Service Center workforce management forecast and scheduling requirements.

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- j. Work collaboratively with the Exchange Service Center staff in the development and refinement of training materials and curriculum, quality assurance programs and knowledge-based tools. This may require travel and travel costs for the dedicated staff for which reimbursement will be provided by the Exchange according to County Travel Reimbursement guidelines and policies.
- k. Allow access to on-site operations by Exchange Service Center staff or approved consultants during normal business hours of operation for scheduled and unscheduled visits. To the extent possible, and to allow for optimum security at the Call Center, the Exchange Service Center will give prior notice of those Exchange Service Center staff and consultants who will be visiting the Center including the names, dates, times, and purposes of the visits. The County reserves the right to request identification verification of visiting Exchange Service Center staff and consultants if the identity of these visitors is unknown.
- l. Provide all facilities, including furniture, cubes, office supplies, etc., to perform the required work, including any facilities and resources for training. Provide wiring from the point of presence to the workstation. Voice and Data technology shall be provided by the Exchange; however the facility must be capable of supporting such technology.
 - 1) The facilities shall include space for up to two (2) desktop/technology support staff provided by the Exchange.
- m. Designate a single person (e.g., site director) to whom all project communications may be addressed and who has the authority to act on all aspects of the contract for services. This person will be responsible for the overall project and will be the contact for all invoice and County staffing issues.
- n. Meet the Exchange Service Center timelines for continued operation of the Call Center. The following key milestone dates are planned, but may change:
 - 1) HBEX contract approval by December 31, 2014.
 - 2) County Board of Supervisor approval of the contract on January 13, 2015
 - 3) Effective start date of the contract on February 1, 2015 with an operational start date of February 2, 2015.
- o. The parties acknowledge that the County operates a subsidized employment program which provides employment, training, and supervision targeted to CalWORKs recipients. The goal of the subsidized employment program is to provide supervised work and enrichment activities leading to unsubsidized employment for CalWORKs clients.

EXHIBIT A (Public Entity Agreement)

It is agreed that CalWORKs clients may be placed at the Exchange Call Center in paid subsidized employment slots to provide Center support. CalWORKs clients placed at the Center will be covered under signed worksite agreements and will be subsidized by CalWORKs funds during the worksite placement period. CalWORKs clients placed at the Exchange call center shall not displace any current represented County employees nor violate any provisions listed in Exhibit C, Section U.

The Exchange shall not incur any direct costs related to the employment of individuals employed through the CalWORKs program.

4. **PROJECT REPRESENTATIVES:**

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

Exchange Program Representative	County Representative:
Carene Carolan California Health Benefit Exchange 1601 Exposition Blvd. Sacramento, CA 95815 (916) 437-5020 - T Carene.Carolan@covered.ca.gov	Wendy Therrian Contra Costa County Employment & Human Services Department 40 Douglas Drive Martinez, CA 94553 (925) 313-1593 - T (925) 313-1575 - F wtherria@ehsd.cccounty.us

Exhibit B - Attachment 1 - Approved Line Item Budget

12-E9053 A2
CA Health Benefit Exchange/Contra Costa County

Covered California Call Center Contract Line Item Budget

Line Item Description	Indirect Cost per FTE	FTEs	Fiscal 14-15 Annual Estimate	CONTRACT			Total Contract
				FY 14-15 Feb. 2015-June 2015	Fiscal Year 2015-2016 (2% COLA on OH, 3% on S&B)	Fiscal Year 2016-2017 (2% COLA on OH, 3% on S&B)	
Operating Overhead							
1 Office Supplies			\$ 40,600	\$ 16,917	\$ 41,412	\$ 42,240	\$ 100,569
2 Communication/Telephone Charges			\$ 6,500	\$ 2,708	\$ 6,630	\$ 6,763	\$ 16,101
3 Minor Furniture/Office Equipment			\$ 15,000	\$ 6,250	\$ 15,300	\$ 15,606	\$ 37,156
4 Minor Computer Equipment			\$ 6,000	\$ 2,500	\$ 6,120	\$ 6,242	\$ 14,862
5 Rents, Leases, Maintenance - Equipment			\$ 15,000	\$ 6,250	\$ 15,300	\$ 15,606	\$ 37,156
6 Requested Bldg Maintenance-Outside of lease agreement			\$ 10,500	\$ 4,375	\$ 10,710	\$ 10,924	\$ 26,009
7 Employee mileage and travel related expenses			\$ 6,000	\$ 2,500	\$ 6,120	\$ 6,242	\$ 14,862
8 Non-Co. Professional Services			\$ 25,000	\$ 10,417	\$ 25,500	\$ 26,010	\$ 61,927
9 Information Security Charge			\$ 6,838	\$ 2,849	\$ 6,975	\$ 7,114	\$ 16,938
10 Other Telecom Charges			\$ 4,000	\$ 1,667	\$ 4,080	\$ 4,162	\$ 9,909
11 Interdepartmental Charges - Direct			\$ 9,000	\$ 3,750	\$ 9,180	\$ 9,364	\$ 22,294
12 Countywide Cost Allocation A-87 (billed annually based on actual Call Center FTEs on board))			\$ 171,088	\$ 71,287	\$ 174,510	\$ 178,000	\$ 423,797
13 Liability charges from Risk Management (billed annually based on actual Call Center FTEs on board)			\$ 29,080	\$ 12,117	\$ 29,661	\$ 30,254	\$ 72,032
14 Prorated share of General Admin Support Staff and associated overhead costs - Indirect Cost Rate (ICR) will be billed quarterly based on actual Call Center FTEs	\$ 5,951	184	\$ 1,092,116	\$ 455,048	\$ 1,124,879	\$ 1,158,625	\$ 2,738,553
15 Building Lease			\$ 404,580	\$ 168,575	\$ 404,580	\$ 652,260	\$ 1,225,415
Subtotal Overhead Operating Costs & Indirect Overhead Staffing			\$ 1,841,302	\$ 767,209	\$ 1,880,957	\$ 2,169,413	\$ 4,817,580
Direct Billed Staff							
16 Direct Call Center Clerical Support		3	\$ 209,960	\$ 87,483	\$ 216,259	\$ 222,747	\$ 526,489
17 Clerical Supervisor with Bldg differential		1	\$ 114,007	\$ 47,503	\$ 117,427	\$ 120,950	\$ 285,880
18 Secretary for Division Manager & Call Center		1	\$ 69,934	\$ 29,139	\$ 72,032	\$ 74,193	\$ 175,364
19 Lead Division Manager (Includes a 5% differential)		1	\$ 96,238	\$ 40,099	\$ 99,125	\$ 102,099	\$ 241,323
20 Customer Svc Agent II		29	\$ 2,144,078	\$ 893,366	\$ 2,208,400	\$ 2,274,652	\$ 5,376,419
21 Customer Svc Agent I		70	\$ 4,455,299	\$ 1,856,375	\$ 4,588,958	\$ 4,726,627	\$ 11,171,959
22 Customer Svc Agent I-Permanent Intermittent		63	\$ 2,565,847	\$ 1,069,103	\$ 2,642,822	\$ 2,722,107	\$ 6,434,032
23 Customer Service Agent Supervisors		12	\$ 1,317,183	\$ 548,826	\$ 1,356,698	\$ 1,397,399	\$ 3,302,924
24 Exchange Call Center Quality Assurance Monitor		1	\$ 99,972	\$ 41,655	\$ 102,971	\$ 106,060	\$ 250,686
25 Exchange Call Center Training Coordinator (SDS)		1	\$ 125,914	\$ 52,464	\$ 129,691	\$ 133,582	\$ 315,738
26 Exchange Call Center Quality Control Mgr (Division Mgr.)		1	\$ 158,068	\$ 65,862	\$ 162,810	\$ 167,694	\$ 396,366
27 Exchange Call Center Manager (Division Manager)		1	\$ 183,311	\$ 76,380	\$ 188,810	\$ 194,475	\$ 459,665
Subtotal Direct Salaries & Benefits			\$ 11,539,811	\$ 4,808,255	\$ 11,886,005	\$ 12,242,585	\$ 28,936,845
Total Contract by Fiscal Year				\$ 5,575,464	\$ 13,766,962	\$ 14,411,999	\$ 33,754,425

Exhibit B - Attachment 2 - Budget Detail & Metrics

12-E9053 A2
CA Health Benefit Exchange/Contra Costa County

Covered California Call Center Contract Line Item Budget							
Line Item Description	Indirect Cost per FTE	FTEs	Fiscal 14-15 Annual Estimate	CONTRACT			Total Contract
				FY 14-15 Feb. 2015-June 2015	Fiscal Year 2015-2016 (2% COLA on OH, 3% on S&B)	Fiscal Year 2016-2017 (2% COLA on OH, 3% on S&B)	
Operating Overhead							
1 Office Supplies			\$ 40,600	\$ 16,917	\$ 41,412	\$ 42,240	\$ 100,569
2 Communication/Telephone Charges			\$ 6,500	\$ 2,708	\$ 6,630	\$ 6,763	\$ 16,101
3 Minor Furniture/Office Equipment			\$ 15,000	\$ 6,250	\$ 15,300	\$ 15,606	\$ 37,156
4 Minor Computer Equipment			\$ 6,000	\$ 2,500	\$ 6,120	\$ 6,242	\$ 14,862
5 Rents, Leases, Maintenance - Equipment			\$ 15,000	\$ 6,250	\$ 15,300	\$ 15,606	\$ 37,156
6 Requested Bldg Maintenance-Outside of lease agreement			\$ 10,500	\$ 4,375	\$ 10,710	\$ 10,924	\$ 26,009
7 Employee mileage and travel related expenses			\$ 6,000	\$ 2,500	\$ 6,120	\$ 6,242	\$ 14,862
8 Non-Co. Professional Services			\$ 25,000	\$ 10,417	\$ 25,500	\$ 26,010	\$ 61,927
9 Information Security Charge			\$ 6,838	\$ 2,849	\$ 6,975	\$ 7,114	\$ 16,938
10 Other Telecom Charges			\$ 4,000	\$ 1,667	\$ 4,080	\$ 4,162	\$ 9,909
11 Interdepartmental Charges - Direct			\$ 9,000	\$ 3,750	\$ 9,180	\$ 9,364	\$ 22,294
Countywide Cost Allocation A-87 (billed annually based on actual Call Center FTEs on board)			\$ 171,088	\$ 71,287	\$ 174,510	\$ 178,000	\$ 423,797
13 Liability charges from Risk Management (billed annually based on actual Call Center FTEs on board)			\$ 29,080	\$ 12,117	\$ 29,661	\$ 30,254	\$ 72,032
14 Prorated share of General Admin Support Staff and associated overhead costs - Indirect Cost Rate (ICR) will be billed quarterly based on actual Call Center FTEs	\$ 5,951	184	\$ 1,092,116	\$ 455,048	\$ 1,124,879	\$ 1,158,625	\$ 2,738,553
Subtotal Operating Overhead			\$ 1,436,722	\$ 598,634	\$ 1,476,377	\$ 1,517,153	\$ 3,592,165
Direct Billed Staff							
16 Direct Call Center Clerical Support		3	\$ 209,960	\$ 87,483	\$ 216,259	\$ 222,747	\$ 526,489
17 Clerical Supervisor with Bldg differential		1	\$ 114,007	\$ 47,503	\$ 117,427	\$ 120,950	\$ 285,880
18 Secretary for Division Manager & Call Center		1	\$ 69,934	\$ 29,139	\$ 72,032	\$ 74,193	\$ 175,364
19 Lead Division Manager (Includes a 5% differential)		1	\$ 96,238	\$ 40,099	\$ 99,125	\$ 102,099	\$ 241,323
Subtotal Direct Billed Staff			\$ 490,139	\$ 204,225	\$ 504,843	\$ 519,988	\$ 1,229,056
Customer Service & Supervisory Staff							
20 Customer Svc Agent II		29	\$ 2,144,078	\$ 893,366	\$ 2,208,400	\$ 2,274,652	\$ 5,376,419
Customer Svc Agent II Salary			\$ 1,237,349	\$ 515,562	\$ 1,274,469	\$ 1,312,704	\$ 3,102,735
Customer Svc Agent II Benefits			\$ 906,729	\$ 377,804	\$ 933,931	\$ 961,949	\$ 2,273,683
21 Customer Svc Agent I		70	\$ 4,455,299	\$ 1,856,375	\$ 4,588,958	\$ 4,726,627	\$ 11,171,959
Customer Svc Agent I Salary			\$ 2,571,156	\$ 1,071,315	\$ 2,648,291	\$ 2,727,739	\$ 6,447,345
Customer Svc Agent I Benefits			\$ 1,884,143	\$ 785,060	\$ 1,940,667	\$ 1,998,887	\$ 4,724,614
22 Customer Svc Agent I-Permanent Intermittent		63	\$ 2,565,847	\$ 1,069,103	\$ 2,642,822	\$ 2,722,107	\$ 6,434,032
Customer Svc Agent I-Permanent Intermittent Salary			\$ 2,314,702	\$ 964,459	\$ 2,384,143	\$ 2,455,667	\$ 5,804,270
Customer Svc Agent I-Permanent Intermittent Benefit			\$ 251,145	\$ 104,644	\$ 258,679	\$ 266,440	\$ 629,763
23 Customer Service Agent Supervisors		12	\$ 1,317,183	\$ 548,826	\$ 1,356,698	\$ 1,397,399	\$ 3,302,924
Customer Service Agent Supervisors Salary			\$ 760,147	\$ 316,728	\$ 782,951	\$ 806,440	\$ 1,906,119
Customer Service Agent Supervisors Benefits			\$ 557,036	\$ 232,098	\$ 573,747	\$ 590,959	\$ 1,396,805
Subtotal Customer Service & Supervisory Staff			\$ 10,482,407	\$ 4,367,670	\$ 10,796,879	\$ 11,120,786	\$ 26,285,334
Customer Service & Supervisory Staff							
24 Exchange Call Center Quality Assurance Monitor		1	\$ 99,972	\$ 41,655	\$ 102,971	\$ 106,060	\$ 250,686
25 Exchange Call Center Training Coordinator (SDS)		1	\$ 125,914	\$ 52,464	\$ 129,691	\$ 133,582	\$ 315,738
26 Exchange Call Center Quality Control Mgr (Division Mgr.)		1	\$ 158,068	\$ 65,862	\$ 162,810	\$ 167,694	\$ 396,366
27 Exchange Call Center Manager (Division Manager)		1	\$ 183,311	\$ 76,380	\$ 188,810	\$ 194,475	\$ 459,665
Subtotal Direct Salaries & Benefits			\$ 567,265	\$ 236,360	\$ 584,283	\$ 601,811	\$ 1,422,455
Building Lease							
15 Building Lease			\$ 404,580	\$ 168,575	\$ 404,580	\$ 652,260	\$ 1,225,415
Subtotal Building Lease			\$ 404,580	\$ 168,575	\$ 404,580	\$ 652,260	\$ 1,225,415
Total Contract by Fiscal Year				\$ 5,575,464	\$ 13,766,962	\$ 14,411,999	\$ 33,754,425
Ratio's & Metrics							
Operating Overhead as a percent of CSR & Supervisory Salaries		20.9%		20.9%	20.8%	20.8%	20.8%
Direct Billed Staff as a percent of CSR & Supervisory Salaries		7.1%		7.1%	7.1%	7.1%	7.1%
Overall Overhead Allocation		28.0%		28.0%	27.9%	27.9%	27.9%
Operating Overhead		\$ 1,436,722		\$ 598,634	\$ 1,476,377	\$ 1,517,153	\$ 3,592,165
Direct Billed Staff		\$ 490,139		\$ 204,225	\$ 504,843	\$ 519,988	\$ 1,229,056
CSR & Supervisory Salaries		\$ 6,883,354		\$ 2,868,064	\$ 7,089,855	\$ 7,302,550	\$ 17,260,469
Benefit Rate Full Time CSRs		73.3%		73.3%	73.3%	73.3%	73.3%
Benefit Rate Part Time CSRs		10.8%		10.8%	10.8%	10.8%	10.8%
Average CSR II Monthly Salary		\$ 3,556		\$ 3,556	\$ 3,662	\$ 3,772	\$ 3,689
Average CSR I Monthly Salary		\$ 3,061		\$ 3,061	\$ 3,153	\$ 3,247	\$ 3,176
Average CSR Supervisor Monthly Salary		\$ 5,279		\$ 5,279	\$ 5,437	\$ 5,600	\$ 5,477
Average CSR I PI Monthly Salary		\$ 2,448		\$ 2,448	\$ 2,521	\$ 2,597	\$ 2,540
Average CSR II Hourly Salary		\$ 24.24		\$ 24.24	\$ 24.97	\$ 25.72	\$ 25.15
Average CSR I Hourly Salary		\$ 20.87		\$ 20.87	\$ 21.50	\$ 22.14	\$ 21.65
Average CSR Supervisor Hourly Salary		\$ 35.99		\$ 35.99	\$ 37.07	\$ 38.18	\$ 37.35
Average CSR I PI Hourly Salary		\$ 20.87		\$ 20.87	\$ 21.50	\$ 22.15	\$ 21.66
Yearly Hours Full Time		1,760		733	1,760	1,760	4,253
Yearly Hours Part Time		1,407		586	1,407	1,407	3,400
Average Hourly Rate for Full Time CSR's & Supervisor's		\$ 26.22		\$ 26.22	\$ 27.01	\$ 27.82	\$ 27.21
Average Hourly Rate for Part Time CSR's		\$ 20.88		\$ 20.88	\$ 21.50	\$ 22.15	\$ 21.66
Average Loaded Hourly Rate for Full Time CSR's & Supervisor's		\$ 52.77		\$ 52.77	\$ 54.34	\$ 55.96	\$ 54.74
Average Loaded Hourly Rate for Part Time CSR's		\$ 28.98		\$ 28.98	\$ 29.84	\$ 30.73	\$ 30.06
Overall Average Loaded Blended Hourly Rate		\$ 42.21		\$ 42.21	\$ 43.46	\$ 44.75	\$ 43.78
Full Time CSR's as a percent of CSR Total		44%					

Exhibit B - Attachment 3 - Sample Monthly Invoice Template

12-E9053 A2
CA Health Benefit Exchange/Contra Costa

Covered California Call Center Contract

Month Ending: June 30, 2015

				CONTRACT TO DATE		
Line Item Description	Positons	FTEs	Current Month Charges	State Fiscal Year-to-Date	Contract To-Date	
Operating Overhead						
1	Office Supplies		\$ 3,368	\$ 20,208	\$ 60,625	
2	Communication/Telephone Charges		\$ 542	\$ 3,250	\$ 9,750	
3	Minor Furniture/Office Equipment		\$ 1,250	\$ 7,500	\$ 22,500	
4	Minor Computer Equipment		\$ 500	\$ 3,000	\$ 9,000	
5	Rents, Leases, Maintenance - Equipment		\$ 1,250	\$ 7,500	\$ 22,500	
6	Requested Bldg Maintenance-Outside of lease agreement		\$ 875	\$ 5,250	\$ 15,750	
7	Employee mileage and travel related expenses		\$ 500	\$ 3,000	\$ 9,000	
8	Non-Co. Professional Services		\$ 2,083	\$ 12,500	\$ 37,500	
9	Information Security Charge		\$ 570	\$ 3,419	\$ 10,257	
10	Other Telecom Charges		\$ 333	\$ 2,000	\$ 6,000	
11	Interdepartmental Charges - Direct		\$ 750	\$ 4,500	\$ 13,500	
12	Countywide Cost Allocation A-87 (billed annually based on actual Call Center FTEs on board)		\$ 14,257	\$ 85,544	\$ 256,632	
13	Liability charges from Risk Management (billed annually based on actual Call Center FTEs on board)		\$ 2,423	\$ 14,540	\$ 43,619	
14	Prorated share of General Admin Support Staff and associated overhead costs - Indirect Cost Rate (ICR) will be billed quarterly based on actual Call Center FTEs	184	\$ 91,010	\$ 546,058	\$ 1,638,173	
Subtotal Operating Overhead			\$ 119,712	\$ 718,269	\$ 2,154,807	
Direct Billed Staff						
16	Direct Call Center Clerical Support	3	\$ 17,497	\$ 104,980	\$ 314,940	
17	Clerical Supervisor with Bldg differential	1	\$ 9,501	\$ 57,004	\$ 171,011	
18	Secretary for Division Manager & Call Center	1	\$ 5,828	\$ 34,967	\$ 104,901	
19	Lead Division Manager (Includes a 5% differential)	1	\$ 8,020	\$ 48,119	\$ 144,357	
Subtotal Direct Billed Staff			\$ 40,845	\$ 245,070	\$ 735,209	
Customer Service & Supervisory Staff						
20	Customer Svc Agent II	29	\$ 178,673	\$ 1,072,039	\$ 3,216,117	
	Customer Svc Agent II Salary		\$ 103,112	\$ 618,675	\$ 1,856,024	
	Customer Svc Agent II Benefits		\$ 75,561	\$ 453,365	\$ 1,360,094	
	Customer Svc Agent II Hours		147	\$ 880	\$ 2,640	
21	Customer Svc Agent I	70	\$ 371,275	\$ 2,227,650	\$ 6,682,949	
	Customer Svc Agent I Salary		\$ 214,263	\$ 1,285,578	\$ 3,856,734	
	Customer Svc Agent I Benefits		\$ 157,012	\$ 942,072	\$ 2,826,215	
	Customer Svc Agent I Hours		147	\$ 880	\$ 2,640	
22	Customer Svc Agent I-Permanent Intermittent	79	\$ 213,821	\$ 1,282,924	\$ 3,848,771	
	Customer Svc Agent I-Permanent Intermittent Salary		\$ 192,892	\$ 1,157,351	\$ 3,472,053	
	Customer Svc Agent I-Permanent Intermittent Benefits		\$ 20,929	\$ 125,573	\$ 376,718	
	Customer Svc Agent I - PI Hours		117	\$ 704	\$ 2,111	
23	Customer Service Agent Supervisors	12	\$ 109,765	\$ 658,592	\$ 1,975,775	
	Customer Service Agent Supervisors Salary		\$ 63,346	\$ 380,074	\$ 1,140,221	
	Customer Service Agent Supervisors Benefits		\$ 46,420	\$ 278,518	\$ 835,554	
	Customer Svc Agent Supervisors Hours		147	\$ 880	\$ 2,640	
Subtotal Customer Service & Supervisory - Staff Salaries & Benefits			\$ 873,534	\$ 5,241,204	\$ 15,723,611	
Subtotal Customer Service & Supervisory - Hours			557	3,344	10,031	
Customer Service & Supervisory Staff						
24	Exchange Call Center Quality Assurance Monitor	1	\$ 8,331	\$ 49,986	\$ 149,958	
25	Exchange Call Center Training Coordinator (SDS)	1	\$ 10,493	\$ 62,957	\$ 188,871	
26	Exchange Call Center Quality Control Mgr (Division Mgr.)	1	\$ 13,172	\$ 79,034	\$ 237,102	
27	Exchange Call Center Manager (Division Manager)	1	\$ 15,276	\$ 91,656	\$ 274,967	
Subtotal Direct Salaries & Benefits			\$ 47,272	\$ 283,633	\$ 850,898	
Overtime - Customer Service & Supervisory Staff						
	Customer Service Agent OT Salary		\$ -	\$ -	\$ -	
	Customer Service Agent OT Benefits		\$ -	\$ -	\$ -	
Subtotal OT Salaries & Benefits			\$ -	\$ -	\$ -	
Subtotal OT Hours			-	-	-	
Building Lease						
15	Building Lease		\$ 33,715	\$ 202,290	\$ 606,870	
Subtotal Building Lease			\$ 33,715	\$ 202,290	\$ 606,870	
Total			\$ 1,115,077	\$ 6,690,465	\$ 20,071,394	

EXHIBIT B
(Public Entity Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. GENERAL PAYMENT PROVISIONS:

1. Subject to the Maximum Amount, payments to Contra Costa County for all services provided under the contract shall only be for costs defined in the Approved Line Item Budget (Attachment 1) that are actually incurred in the performance of the Contractor's obligations under this contract. Subject to future adjustments in wage and benefit rates, annual adjustments to which are detailed in the Approved Line Item Budget (Attachment 1), and subject to the Maximum Amount of this Contract, the California Health Benefit Exchange will pay Contra Costa County for all services, work, expenses or costs provided or incurred by the County as identified in the Approved Budget.

Costs for Customer Service Agents (CSAs) will be billed at an hourly rate for actual costs for all time in a pay status. The actual costs include indirect and overhead costs such as benefits, administrative overhead and nonproductive time such as vacation, sick leave and holidays.

CSAs that begin their shift at 7:45 a.m. (and are physically present at the Call Center) in order to ensure they are logged into all systems and available to take calls, emails, and/or chat sessions at 8:00 a.m. shall be considered in pay status and logged on for purposes of payment reimbursement. CSAs will also be allowed 30 minutes following the end of their shifts to end calls, complete any wrap-up activities and log-off of systems. These actions will also be considered in pay status and logged-on activities for purposes of payment reimbursement.

2. Payment for Customer Service Agents, Supervisors, the Call Center Manager, the Call Center Quality Control Manager, the Call Center Training Coordinator, and the Call Center Quality Assurance Monitor shall be for the actual costs, including benefits. Only positions actually filled shall be reimbursed. Subject to Exhibit E, Section F (Force Majeure), the County is entitled to payment for CSAs for time not logged into the Exchange ACD queue if the County's agents are prepared to log in but are unable to do so because the Exchange's technology system is inoperable, through no fault of the County.
3. Pre-approved overtime costs shall be reimbursed at one-and-a-half times the hourly rate of payment for Customer Service Agents and Supervisors.
4. The Exchange shall reimburse the County for reasonable additional operational costs based on the County's actual costs. The County shall provide line-item detail and business justification for all additional operational costs not included in the existing budget.
Examples of additional costs include:
 - a. Hiring and recruiting efforts

EXHIBIT B
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- b. Facility tenant improvements and maintenance not covered by the facility lease
 - c. Facility furnishings and ergonomic equipment
 - d. Office equipment (other than service center technology that the Exchange is supplying), such as copiers, printers, shredders, etc.
 - e. Facility required for training (if not otherwise provided by the Exchange)
5. The Exchange shall provide, manage, maintain and upgrade, as may be determined necessary by the Exchange call center technologies required to deliver multi-channel and customer service tools on the desktop (e.g., CalHEERS, Customer Relationship Management (CRM) system, Automated Call Distribution (ACD), et al) needed to take and handle customer calls for the Exchange consistent with Exchange enterprise wide standards. The Exchange shall bear the costs to provide and manage the technologies, but shall not reimburse the County for any direct or indirect costs related to the technologies identified in this paragraph.

B. INVOICING AND PAYMENT

The Maximum Amount payable under this agreement shall not exceed \$33,754,425. Attachment 1 to Exhibit B – Budget Detail and Cost Worksheet summarizes all costs to be reimbursed by the Exchange.

- 1. Shown below are the amounts that cannot be exceeded for each state fiscal year.

2014/2015- (February 1, 2015 through June 30, 2015 (to be determined))
\$5,575,464
2015/2016- \$13,766,962
2016/2017- \$14,411,999
- 2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the Exchange agrees to pay the County for said services identified in the Approved Line Item Budget.
- 3. The County shall submit an invoice by calendar month, 45 days following the end of the month, supported by County financial records to be made available for inspection upon request.

**EXHIBIT B
(Public Entity Agreement)**

4. Invoices shall be submitted in a format consistent with Attachment 3 to Exhibit B and include the Agreement Number and CFDA Code 93.525 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Health Benefit Exchange
Attn: Accounts Payable
1601 Exposition Blvd.
Sacramento, CA 95815

Any invoices submitted without the above-referenced information may be returned to the County for further re-processing.

5. The State Exchange shall send payments to:

Contra Costa County
Department of Employment & Human Services
Attn: Fiscal Unit
40 Douglas Drive
Martinez, CA 94553

**C. FEDERAL FUNDING AND QUALIFIED HEALTH PLAN (QHP) ASSESSMENT
CONTINGENCY CLAUSE**

1. 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, 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 County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement, under the 90-day cancellation clause in Exhibit D, Section B.
2. The Exchange has the option to invalidate the Agreement under the 90-day cancellation clause in Exhibit D, Section B or to amend the Agreement to reflect any reduction of funds

D. PROMPT PAYMENT CLAUSE

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

E. REVIEW

The California Health Benefit Exchange reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

EXHIBIT B
(Public Entity Agreement)

F. FINAL BILLING

Invoices for services must be received by the Exchange within 60 days following the end of the contract term. The final invoice must include the statement "Final Billing."

G. NONRESIDENT TAX WITHHOLDINGS

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

H. BUDGET FLEXIBILITY

While conforming with the Maximum Amount payable under this agreement, line items, as listed in Attachment 1 to Exhibit B, may be adjusted by the County by up to 10 percent per fiscal year without prior approval by the Exchange and must be identified in all subsequent financial reports submitted to the Exchange. The cumulative total of all line item adjustments per fiscal year allowed without prior Exchange approval cannot exceed \$1,000,000. Line item adjustments over 10 percent or cumulative adjustments in excess of \$1,000,000 per fiscal year will require Exchange approval. There must be a business justification for any shifts made and reported to the Exchange. Line item shifts may be requested by either the Exchange or the County in writing and must not increase or decrease the total contract amount allocated. Line item shifts in excess of the amount delegated to the County must be approved in writing by the Chief Financial Officers, or his or her designee in the month prior to the month in which it would apply. If the contract is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

I. MUTUAL FINANCIAL RECONCILIATION

The parties mutually understand that this Call Center is operated by the County under contract with the Exchange and that the County is specifically prohibited from spending any County General Funds to support the operation of this Call Center.

The County's authorization to enter into this contract with the Exchange requires that the establishment and operations costs are equal to the amount of the reimbursement provided by the Exchange. The parties specifically agree that there will be at least a quarterly process as described in Exhibit D Section G (2) where all costs and reimbursements from the Exchange to the County will be reviewed and any costs under the contract or approved under Section H in this Exhibit (Budget Flexibility) that have not been previously reimbursed by the Exchange, and are not contested, will be reimbursed within 90 days of the completion of the process. Furthermore, if any costs reimbursed by the Exchange that exceeded the County's costs will be credited back to the Exchange on the next subsequent invoice.

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(Public Entity Agreement)**

At the termination of this contract for any cause, the parties shall reconcile costs and reimbursements and settle any outstanding undisputed amounts within 90 days.

Failure by the Exchange or County to provide such payment is a breach of this contract.

Exhibit B Attachment 1 – Budget Detail and Cost Worksheet

Exhibit B Attachment 2 - Budget Detail & Metrics Worksheet

Exhibit B Attachment 3 – Sample Monthly Invoice Template

EXHIBIT C (Public Entity Agreement)

GENERAL TERMS AND CONDITIONS

A. APPROVAL:

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

B. AMENDMENT:

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

C. ASSIGNMENT:

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

D. AUDIT:

County agrees that the awarding department (“the State Exchange”) and the Bureau of State Audits, Health and Human Services or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. County agrees to maintain such records for possible audit for a minimum of ten (10) years after final payment, unless a longer period of records retention is stipulated. County also reserves the right to send all records/documents necessary to be retained under this contract to the Exchange for their records retention and retrieval. County 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, County agrees to include the same right of the State Exchange to audit records and interview staff in any subcontract related to performance of this Agreement. (45 CFR Section 155.1210, GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

E. INDEMNIFICATION:

If a legal action or proceeding is instituted against the State, related to County’s performance under this Agreement, County will indemnify the State from and against the County’s share of liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, that a court determines is directly attributable to the willful misconduct or the negligent acts, errors or omissions of the County its officers or employees in carrying out its responsibilities under this Agreement. County’s obligations under this section are subject to the limitation that, under no circumstance shall County have any liability to State or to any other person or entity not a party to this Agreement, for consequential or special damages, or for any claims, causes of action or damages based on loss of use, revenue, profits or business opportunities (collectively referred to herein as “Consequential Damages”).

EXHIBIT C (Public Entity Agreement)

F. DISPUTES:

Disputes shall be administered in accordance with Paragraph A of Exhibit D of this Agreement. During any dispute, County shall continue with the responsibilities under this Agreement, unless directed otherwise by the Exchange in writing.

G. INDEPENDENT CONTRACTOR:

County, and the agents and employees of County, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Exchange except for purposes of Civil Code Section 1798.24.

H. RECYCLING CERTIFICATION:

The County shall certify 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. County may certify that the product contains zero recycled content.

I. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, County and its subcontractors, 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. County and subcontractors, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The County and subcontractors, as well as their agents and employees, shall comply with the provisions of 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.). 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. County and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

EXHIBIT C (Public Entity Agreement)

J. CERTIFICATION CLAUSES:

1. DRUG-FREE WORKPLACE REQUIREMENTS:

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

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on this contract will:
 - 1) Receive a copy of the County's drug-free workplace policy statement; and
 - 2) Agree to abide by the terms of the County'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 County may be ineligible for award of any future Exchange agreements if the Exchange determines that any of the following has occurred: (1) the County has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

2. DOING BUSINESS WITH THE STATE OF CALIFORNIA:

a. CONFLICT OF INTEREST:

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

- 1) Current State Employees (PCC 10410):

EXHIBIT C (Public Entity Agreement)

- a) 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.
 - b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- 2) Former State Employees (PCC 10411):
- a) 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.
 - b) 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 County violates any provisions of the above paragraphs, such action by County shall render this Agreement void. (PCC 10420).
- 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. (PCC 10430 (e)).

b. **LABOR CODE/WORKERS' COMPENSATION:**

County 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 County agrees to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700.)

c. **AMERICANS WITH DISABILITIES ACT:**

County certifies that it complies with the 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.)

EXHIBIT C (Public Entity Agreement)

d. **NAME CHANGE:**

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

e. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- 1) County acknowledges that, when agreements are to be performed in the state by corporations, the Exchange will verify that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- 2) "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 are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- 3) 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. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

f. **RESOLUTION:**

A county, city, district, or other local public body must provide the Exchange 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.

g. **AIR OR WATER POLLUTION VIOLATION:**

County acknowledges that, under the State laws, the County shall not be: (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.

h. **PAYEE DATA RECORD FORM STD 204:**

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

EXHIBIT C (Public Entity Agreement)

K. TIMELINESS:

Time is of the essence in this Agreement.

L. COMPENSATION:

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

M. GOVERNING LAW:

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

N. ANTITRUST CLAIMS:

The County by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the County shall comply with the requirements of the Government Codes sections set out below.

1. The Government Code Chapter on Antitrust claims contains the following definitions:
 - a. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - b. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
2. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

EXHIBIT C (Public Entity Agreement)

3. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
4. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

O. CHILD SUPPORT COMPLIANCE ACT:

In accordance with the Child Support Compliance Act,

1. The County 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 County, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

P. UNENFORCEABLE PROVISION:

Should one or more provisions of this contract be held by any court to be invalid, void or unenforceable, the remaining shall nevertheless remain and continue in full force and effect.

Q. UNION ORGANIZING:

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

1. County 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.

EXHIBIT C (Public Entity Agreement)

3. County 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 County incurs costs, or makes expenditures to assist, promote or deter union organizing, County will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that County shall provide those records to the Attorney General upon request.
5. County will be liable to the Exchange for the amount of any funds expended in violation of the requirements of Government Section 16645 through Section 16649.

R. DOMESTIC PARTNERS:

Notwithstanding any other provision of law, no state agency may enter into any contract for the acquisition of goods or services in the amount of one hundred thousand dollars (\$100,000) or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

S. LEGAL SERVICES REQUIREMENTS:

For all contracts that provide legal services:

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

T. MINIMUM PRO-BONO CERTIFICATION:

For all contracts over \$50,000 that provide legal services, the County agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the less of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an

EXHIBIT C (Public Entity Agreement)

actual day basis for any contract period of less than a full year or 10% of its contract with the Exchange. Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

U. PRIORITY HIRING CONSIDERATIONS FOR RECIPIENTS OF AID:

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

V. 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.

W. BACKGROUND INVESTIGATION

The County shall submit to the Department of Justice the fingerprint images and related information of all applicants and employees for the purposes of receiving a record of state or federal convictions, and also information as to the existence and content of a record of state or federal arrests for which the Department of Justice establishes that the person is free on bail or his or her recognizance pending trial or appeal. The County shall also receive subsequent arrest notifications pursuant to section 11105.2 of the Penal Code. The County shall ensure that no employee or applicant of the County Service Center shall have access to the information systems of the Exchange or any protected information of the Exchange pursuant to section 1043(a) of the Government Code that has a disqualifying offense pursuant to Exchange rules in section 6456(e) of Title 10 of the California Code of Regulations. Employees or applicants with any offenses which indicate unfitness for performing the duties and responsibilities of the class or position shall not be employed in the County Service Center.

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SPECIAL TERMS AND CONDITIONS

A. DISPUTE RESOLUTION PROVISIONS

1. This section is applicable where the County disputes an interpretation of this agreement made by the Exchange. The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute persists, County may submit a Written Notice of Dispute to the Exchange Project Representative within 15 calendar days after the date of the action causing the dispute. The Written Notice of Dispute shall contain the following information:
 - a. the decision or issue under dispute;
 - b. the reason(s) County believes the decision or position taken by the Exchange is in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support County's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the Written Notice of Dispute, the Exchange Project Representative, within 15 calendar days after receipt of the Notice, shall issue a Project Representative's Written Decision regarding the dispute. The Project Representative's Written Decision must include the following information:
 - a. a reference to pertinent contract provisions, if applicable;
 - b. a statement of the factual areas of agreement or disagreement; and
 - c. a statement of the representative's decision with supporting rationale
3. No later than fifteen (15) working days following receipt of the Project Representative's Written Decision, the County may send a Written Appeal of Project Representative's Decision to the Exchange Executive Director. No later than thirty (30) calendar days after receipt of the County's Written Appeal of Project Representative's Decision, the Executive Director shall then issue a Final Decision of Dispute, specifying the reasons for denial. If the Executive Director does not issue a Final Decision of Dispute within said thirty (30) day period, the appeal will be deemed denied by the Executive Director. The Executive Director's Final Decision of Dispute shall be conclusive and binding regarding the dispute unless County commences an action in a court of competent jurisdiction to contest such decision within 30 days following the date of the final decision.
4. Pending the final resolution of any dispute arising under, related to or involving this Agreement, the County shall diligently proceed with the performance of this Agreement, including the delivery of goods or providing of services in accordance with the Exchange's instructions. County's failure to diligently proceed in

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accordance with the Exchange's instructions shall be deemed a material breach of this Contract.

B. TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by either party upon ninety (90) days written notice to the other party. If either party terminates this Agreement without cause, the County shall wind down and cease its services under this Agreement as quickly and efficiently as possible, without performing unnecessary services or activities, and by minimizing negative effects on the Exchange from such winding down of services. If this Agreement is so terminated by either party, the Exchange shall be liable for payment in accordance with the terms of this Agreement for services rendered in accordance with the requirements of this Agreement before the effective date of termination. Additionally, the Exchange agrees to compensate County for reasonable and necessary costs that were incurred by County in performance of this Agreement as a result of the Exchange's termination without cause, for undepreciated or unamortized equipment and software licenses, early termination of leases, and other reasonable and necessary expenses related to performance of this Agreement, subject to the Exchange's availability of State and Federal funds and receipt of supporting documentation from County. Under no circumstances shall the Exchange reimburse such reasonable and necessary expenses related to performance of this Agreement in the event the Exchange terminates this Agreement without cause in an amount that exceeds the cumulative of three (3) billing months or \$4,000,000.

C. TERMINATION FOR CAUSE

The Exchange may terminate this Agreement and be relieved of any payments should the County fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise agreed to by the Exchange in writing. Such right of termination shall be without prejudice to any other remedies available to the State. Before terminating for cause, the Exchange must provide County with a Written Notice of Breach identifying the breaches of this Agreement. If, after 30 calendar days of the Written Notice of Breach, County fails to cure any material breaches of this Agreement which are described in the Written Notice of Breach, this Agreement may be terminated in whole or in part, with a Notice of Termination, effective after 30 calendar days from the Notice of Termination.

Upon receipt of a Notice of Termination for this Agreement, the County shall immediately discontinue all activities affected, unless the Notice of Termination directs otherwise, and the Exchange may proceed with the work in any manner deemed proper by the Exchange. In such event, the Exchange shall pay the County only the reasonable value of the services rendered.

D. REMEDIES

County and Exchange waive their respective rights to trial by jury of any claim or cause of action arising out of this Agreement. County and Exchange shall have no liability for

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damages to one another or to any other person or entity resulting from any violation of this Agreement.

E. A-133 AUDIT

To the extent applicable, pursuant to Office of Management and Budget (OMB) Circular A-133 §__.200 "Audit 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.

F. ALLOWABLE COSTS

Determination of allowable costs will be made in accordance with the applicable Federal cost principles, including OMB Circular A-87. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

G. PERIODIC BUSINESS REVIEW

1. REGULAR OPERATIONAL MEETINGS

Throughout the Term, the Exchange and County shall convene for regular meetings at least quarterly to review County's performance under this Agreement. Exchange Representative(s) and County Representatives and such additional appropriate personnel of each Party shall attend the regular operational meetings, which shall take place at mutually agreeable locations, or if mutually agreed, by telephone conference call or video conference. The attendees shall address, at a minimum:

- a. Performance Standards and other operational issues as identified in the most recent Reports ("Weekly Performance Reports" and "Monthly Performance Reports");
- b. Issues for escalation to the QBRs (as defined in Section 3 immediately below);
- c. Delinquent actions of either Party;
- d. Program status;
- e. Forecasts; and
- f. Upcoming audits or compliance reviews.

EXHIBIT D
(Public Entity Agreement)

2. QUARTERLY FINANCIAL REPORT

Within 60 days after the end of each quarter (e.g., May 31 for the quarter ending March 31), County shall prepare Quarterly Financial Reports reconciling budgeted expenses and actual costs as well as reconciling actual costs and amount billed both by month and for the quarter. These amounts will be reconciled in accordance with Exhibit B, Section J. The Quarterly Financial Reports shall provide financial data consistent with the format contained in Exhibit B - Attachment 2 - Line Item Reconciliation.

3. QUARTERLY BUSINESS REVIEWS (QBR)

Throughout the Term, the Exchange and County shall also convene quarterly leadership oversight meetings ("Quarterly Business Reviews" or "QBRs"). All such meetings shall take place at mutually agreeable locations, or if mutually agreed, by telephone conference call or video conference. These meetings shall be attended by Exchange Representative(s) and County Representatives (or their designees), as well as senior leadership from the Exchange and County with appropriate levels of expertise regarding the Services. The attendees of the QBRs shall:

- a. Review
 - 1) periodic reports and trends from the Exchange Representative(s) and County Representative(s)
 - 2) monthly performance reports
- b. Advise with respect to strategic and tactical decisions regarding the establishment, budgeting and implementation of the Exchange's priorities and plans for the Services;
- c. Review County's overall performance under this Agreement;
- d. Review long-term planning with respect to matters related to this Agreement;
- e. Consider whether any updates are required to the list of Developed Marks, Developed Materials or Procedures Manual; and
- f. consider such other issues or matters related to the Services or this Agreement as either Party may from time to time desire.

4. MEETING AGENDA

For each meeting described in this Section, the County Representative(s) and Exchange Representative(s) shall agree to distribute an agenda sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to

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(Public Entity Agreement)**

prepare for the meeting. The County Representative(s) and Exchange Representative(s) shall also prepare, circulate and maintain meeting minutes for the meetings described in this Section.

H. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS (45 CFR 92.42)

County agrees to comply with the standards set forth in 45 CFR 92.42.

I. Service Center Lease

The lease agreement for the County Service Center site shall not exceed the amount as reflected in the executed lease dated April 16, 2013.

The County Service Center site shall be located at:

2500 Bates Avenue
Concord, CA 94520-1208.

EXHIBIT E
(Public Entity Agreement)

ADDITIONAL PROVISIONS

A. INTELLECTUAL PROPERTY RIGHTS

1. All deliverables as defined in the Scope of Work originated or prepared by the County pursuant to this agreement including papers, reports, charts, and other documentation, but not including County'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.
2. 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 County and further agrees that the County may sublicense additional persons on the same royalty-free basis.
3. This Agreement shall not preclude the County 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 County.

B. CONFIDENTIALITY

The County agrees to protect the personal information of all individuals by following applicable federal and Exchange 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 County shall be protected during or after its relationship with the California Health Benefit Exchange by County from unauthorized use and disclosure. County agrees that County 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 Exchange's software; support materials; information regarding the Exchange's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning the Exchange's finances, contracts, services, or personnel.

At the conclusion of its relationship with the California Health Benefit Exchange, County shall return any and all records or copies of records relating to the California Health Benefit Exchange, or its business, or its Confidential Information. County shall take such

EXHIBIT E (Public Entity Agreement)

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. County 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 County. County will report to the California Health Benefit Exchange any and all unauthorized disclosures of Confidential Information. County 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 County 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.

C. 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.

D. WAIVER OF BREACH

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

E. COUNTY LIMITATIONS

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

Consistent with the Public Contract Code Section 10365.5, no person, firm or subsidiary who has been awarded a consulting services contract may submit a bid, nor be awarded a contract, for the provision of the services, procurement of goods or supplies, or any other

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(Public Entity Agreement)

related action that is required, suggested, or otherwise deemed appropriate in the product of the consulting service contract. This does not apply to:

- (a) Any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.
- (b) Consulting services contracts subject to Chapter 10 (commencing with [Section 4525](#) of Division 5 of Title 1 of the Government Code).

Additionally, County agrees that its employees will present Qualified Health Plan offerings to Service Center Customers in a neutral and unbiased manner.

F. FORCE MAJEURE

Neither County nor the Exchange shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors).

**Exhibit F
(Public Entity Agreement)**

PERFORMANCE STANDARDS

A. PERFORMANCE STANDARDS AND REMEDY FOR NON-PERFORMANCE:

1. Performance Standards are defined by Service Level Agreements (SLAs) in this contract. The initial Performance Standards are established by Table F-1 – “Initial Service Level Agreement.”
2. Service Level Agreements will be continuously monitored, measured, and recalibrated, as determined necessary by the Exchange. The Exchange may add or delete Performance Standards that will be measured and monitored across all Exchange Service Center operations. These additional Performance Standards will first be discussed with the County for review and acceptance.
3. Throughout this contract term, the parties will work together to evaluate and refine Service Level expectations and key Performance Indicators as defined in Table F-1.
4. Failure to Meet Performance Standards
 - a. Performance Standards will be discussed during regular Operational Meetings set forth in Exhibit D, Section G.
 - b. Root Cause Analysis / Corrective Action. In the event of the County’s failure to meet any Service Level in any calendar month (whether or not the failure is excused), the County will promptly develop a Corrective Action Plan as defined below
 - 1) A Corrective Action Plan should at least include the following information:
 - a) Investigation: a report of the investigation of the root cause of the problem;
 - b) Root Cause Identification: identification of the root cause of the problem;
 - c) Remedy: where applicable, a plan that identifies a remedy for the cause of the failure to meet a Service Level
 - d) Implementation Plan: a detailed report of the measures taken by the County to prevent recurrences if the performance failure is otherwise likely to recur, and
 - e) Recommendations: recommendations to the Exchange for improvements in procedures.

Exhibit F
(Public Entity Agreement)

- c. Independent of whether the County has submitted a Root Cause Analysis, at its sole discretion, the Exchange may determine that the County has failed to remedy a Performance Standard and the Exchange may send a Corrective Action Notice to the County regarding the failure to meet a Performance Standard.
 - 1) In response to a Corrective Action Notice, the County must create and implement a Corrective Action Plan as defined above to cure such failure within 30 days after receiving a Corrective Action Notice from the Exchange.
 - 2) At the Exchange's sole discretion, the 30-day correction period may be extended an additional 30 days if the actions required to correct the failure are unusually complex, provided that the County has demonstrated significant progress in implementing the Corrective Action Plan to correct the failure by the end of the initial 30-day correction period.
 - 3) In the event the County does not correct the deficiency in accordance with this subsection, the Exchange in its discretion may terminate this Agreement for cause subject to Exhibit D, Section C, with the exception that no additional cure period will be required before termination. This remedy shall not apply to the extent that the County's failure to meet the Performance Standards is attributable to an event described in Exhibit E, Section F (Force Majeure.)

**Exhibit F
 (Public Entity Agreement)**

Table F-1 – Initial Service Level Agreement

General.

The Service Level Schedule table sets forth the Performance Indicators and their associated Service Levels. In performing the Services, the County will use Commercially Reasonable Efforts to meet (or exceed) the Service Levels.

SERVICE LEVEL SCHEDULE

Service Category	Performance Indicator	Measurement Definition	Measurement Tool	Measurement Frequency	Service Level
Contact Handling	Phone Call Average Handle Time	Average Handle Time measures the average amount of time it takes agents to complete a call, including wrap time. Average Handle Time shall be the amount of time, expressed in minutes, determined by dividing (i) the cumulative length of all inbound calls (as applicable) handled by agents, as measured from the time a call is answered by the agent until the time the call and associated after-call work is completed (including hold time during the call), by (ii) the total number of inbound calls (as applicable) answered by agents.	ACD	Monthly	Phone AHT SLA: General Inquiry – 420 seconds/7 minutes; Application Enrollment – 1800 seconds/30 minutes; Application Quick Sort - 360 seconds/6 minutes; Ongoing Support – 480 seconds/8 minutes; Total cumulative time: 51 minutes

Exhibit F (Public Entity Agreement)

Service Category	Performance Indicator	Measurement Definition	Measurement Tool	Measurement Frequency	Service Level
Schedule Adherence	Schedule Adherence Percentage	Measures the percentage of time an agent is actively logged into the ACD Queue compared to the forecasted scheduled time the agent is supposed to be logged into the ACD Queue.	ACD	Monthly	90% schedule adherence
Quality	Quality Monitoring	Quality Monitoring measures the quality of agent interactions with consumers, including the accuracy of information provided to consumers, adherence to established procedures, the accuracy of data entry into the systems based on an average of data attributes and customer relations skills. The Exchange shall monitor a minimum of ten (10) Agent interactions per month. For each monitored call, the Exchange shall complete a monitoring form that rates the Agent's performance. The Exchange shall rate each Agent's performance in a fair, accurate and consistent manner. At the Exchange request, from time to time, the parties shall conduct calibration sessions in which a sampling of calls will be jointly monitored and rated by the parties to ensure consistency in the rating of Agent performance. The average score received by each Agent during the measurement period shall be calculated and the sum of such average scores shall be divided by the total number of Agent's whose calls were monitored and scored to produce an overall Quality Monitoring Average Score.	NICE (or equivalent tool)	Monthly	Quality Monitoring Average Score of at least 85%
Quality	Satisfaction Tracking	To be developed	Independent Survey Evaluations	Monthly/Quarterly/YTD	Customer Satisfaction Index (CSI) score >= TBD

EXHIBIT G **(Public Entity Agreement)**

PRIVACY & 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
 - 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 or FTI: Any return or return information as defined under the Internal Revenue Service Code, 26 U.S.C. section 6103(b)(1) and (2), received from the IRS or secondary source, such as SSA, Federal Office of Child Support Enforcement or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information. (IRS Pub. 1075, § 1.4.1)

EXHIBIT G (Public Entity Agreement)

- d. Personal Information or PI: Information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (California Civil Code section 1798.3)
- 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. Protected Health Information or PHI: Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as defined in 45 C.F.R. section 160.103.
- g. Security Incident: The act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification, or destruction. Adverse events such as floods, fires, electrical outages, and excessive heat are not considered incidents. (Computer Matching Agreement, Agreement No. 2013-11, p.5.)

C. Applicable Laws

Contractor shall comply with any and all federal and state privacy and security laws, as well as applicable rules and regulations pertaining to 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.

- 1. Exchange Privacy and Security Rules (45 C.F.R. section 155.260).
 - a. In accessing, collecting, using or disclosing PII in performing functions for the Exchange as authorized by this Agreement, Contractor shall only use or disclose

EXHIBIT G (Public Entity Agreement)

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.
2. California Information Practices Act. Contractor shall comply with the applicable privacy and security provisions of the Information Practices Act of 1977, California Civil Code section 1798 et seq. and shall provide assistance to the Exchange as may be reasonably necessary for the Exchange to comply with these provisions (Civil Code section 1798 et seq.).

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3. 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.

4. IRS Code section 6103 and Publication 1075. *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.*

5. *Intentionally Omitted.*

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

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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.
- 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.

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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
 - 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.

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- c. **Hardware:** Contractor shall ensure that any and all hardware, including but not limited to personal computers, laptops, jump-drives, smart phones or other devices upon which PII is stored is secured, password-protected and only accessible by Contractor or Contractor's agents, employees or sub-contractors in accordance with the terms of this Exhibit. Contractor shall at all times remove and permanently delete any and all PII before any such hardware is transferred or sold to a third-party or is otherwise subject to any change in ownership or control.
- d. 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.
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.

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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. Breaches & Security Incidents

1. Contractor shall immediately report to the Exchange Privacy Officer at PrivacyOfficer@covered.ca.gov any actual or suspected Breaches or Security Incidents involving PII created or received under this Agreement. Contractor's report shall contain the following information to the extent applicable and known at that time:
 - a. A brief description of what happened including the date of the incident and the date of the discovery of the incident;
 - b. The names or identification numbers of the individuals whose PII has been, or is reasonably believed to have been accessed, acquired, used or disclosed
 - c. A description of the types of PII that were involved in the incident, as applicable;
 - d. Information regarding any information system intrusion and any systems potentially compromised;
 - e. A brief description of Contractor's investigation and mitigation plan; and
 - f. Any other information necessary for 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 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

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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

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

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

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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.