

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute persists, Contractor shall submit a written dispute notice to the Exchange Project Representative within 15 calendar days after the date of the action causing the dispute. The written dispute notice shall contain the following information:
 - a. The decision or issue under dispute;
 - b. The reason(s) Contractor 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 Contractor's position; and
 - d. The dollar amount in dispute, if applicable.
2. Within 15 calendar days after receipt of the dispute notice, the Exchange Project Representative shall issue a written decision regarding the dispute. The written decision shall include the following information:
 - a. A description of the dispute;
 - b. A reference to pertinent contract provisions, if applicable;
 - c. A statement of the factual areas of agreement or disagreement; and
 - d. A statement of the representative's decision with supporting rationale.
3. If the Contractor is not satisfied with the decision of the Exchange Project Representative, the Contractor may, within 15 calendar days of the Exchange Project Representative's decision, submit a written appeal to the Exchange Executive Director. The Executive Director shall then issue a final decision on the dispute within 30 calendar days after receiving Contractor's written appeal. If the Executive Director fails to render a final decision within 30 calendar days after receipt of Contractor's written appeal, it shall be deemed a final decision adverse to the Contractor's

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contentions. The Executive Director's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 30 calendar days following the date of the final decision.

4. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of goods or providing of services in accordance with the Exchange's instructions. Contractor's failure to diligently proceed in accordance with the Exchange's instructions shall be considered a material breach of this Agreement.

B. Termination Without Cause

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

C. Debarment and Suspension

For federally funded agreements, Contractor certifies that, to the best of his/her knowledge and belief, he/she and their principals or affiliates or any sub-contractor utilized under this Agreement are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its subcontractors are not listed on the Excluded Parties Listing System (<http://www.sam.gov>) (Executive Order 12549, 7 C.F.R. Part 3017, 45 C.F.R. Part 76, and 44 C.F.R. Part 17).

D. Certification Regarding Lobbying

Applicable to grants, sub-grants, cooperative agreements, and contracts exceeding \$100,000 in federal funds.

1. For agreements with contractors who are State entities not under the authority of the governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from the California Health Benefit Exchange to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:

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- a. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, United States Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

E. Computer Software Copyrights

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

F. A-133 Audit

To the extent applicable, pursuant to Office of Management and Budget (OMB) Circular A-133 section ___.200 "Audit Requirements," non-federal entities that expend \$750,000 or more in a year in federal awards from all sources combined

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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 section _____.320 "Report Submission," and a copy shall be forwarded to the California Health Benefit Exchange.

G. Executive Compensation Reporting

To the extent applicable, pursuant to 2 Code of Federal Regulations Part 170, certain sub-recipients of federal awards that in the previous fiscal year received 80 percent or more of their annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 Code of Federal Regulations section 170.320 (and sub-awards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act (and sub-awards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. sec. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986, the sub-recipient must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year.

H. Subcontractors

Applicable to agreements in which the Contractor subcontracts out a portion of the work. Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Exchange and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the Exchange for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the Exchange to make payments to the Contractor. As a result, the Exchange shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

I. Insurance Requirements

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

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1. General liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined;
2. Professional liability insurance not less than \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate covering any damages caused by an error, omission or any negligent acts; and
3. Automobile liability, including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement. The certificate of insurance will include provisions (a), (b), and (c), below, in their entirety:
 - a. That the insurer will not cancel the insured's coverage without 30 calendar days' prior written notice to the State.
 - b. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
 - c. That the State will not be responsible for any premiums or assessment on the policy.

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

The Contractor shall require its subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, professional liability, and automobile liability including non-owned auto liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and the Exchange harmless. The subcontractors'/vendors' certificate of insurance shall also have the Contractor, not the State, as the certificate holder and additional

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insured. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.

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

By signing this Agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

J. PUBLICATION AND REPORTS

1. If a publication and/or report is required under this Contract, Contractor shall:
 - a. Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final Exchange approval.
 - b. Furnish two (2) copies of each publication or report required.
 - c. Prepare all illustrations, maps, and graphs in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.

K. PRESENTATION AND CLARIFICATION

1. Upon request, a Contractor shall meet, speak and/or produce a supplemental report to the Exchange to present and clarify any findings, conclusions, and recommendations required by the Contract.

L. EXCHANGE STAFF

1. The Exchange Project Representative or his/her designee shall be permitted to work side by side with Contractor's staff and shall be given access to all data, working papers, etc. which Contractor seeks to utilize.

M. PUBLIC HEARINGS

1. If public hearings on the subject matter dealt with in this Contract are held within one (1) year from the contract expiration date, Contractor shall make available to testify, the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. The Exchange shall

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reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by the Exchange.