

Outreach and Education Grant Program Application



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1 EXECUTIVE SUMMARY

The California Health Benefit Exchange (the Exchange), hereafter referred to as Covered California, in collaboration with the Department of Health Care Services (DHCS) and the Managed Risk Medical Insurance Board (MRMIB), are pleased to announce the availability of grant funds for qualified organizations to conduct public awareness through outreach and education activities to California's uninsured population eligible for Covered California programs as authorized under the Patient Protection and Affordable Care Act of 2010 (the "Affordable Care Act"). Covered California will operate a marketplace for individual consumers and small businesses to enroll in affordable health insurance plans.

The Affordable Care Act provides California with the opportunity to significantly reduce the millions of uninsured individuals and to transform the health insurance marketplace. Eligible uninsured individuals and small businesses must understand their health care coverage options and be able to easily enroll into coverage. A meaningful Outreach and Education Grant Program which targets California's diverse populations, including a "no wrong door" enrollment approach where health care programs are easy for consumers to understand and seamlessly navigate, will be a key component of achieving the goals of Covered California. The promotion and awareness of a "culture of coverage" in California can convey the importance that millions of individuals and families can obtain coverage to protect themselves from unexpected expense and start to improve their health status. A multi-faceted coordinated media, marketing, outreach and education strategy to target communities and populations at the local level will ensure that consumers and small businesses know about the affordable health care options that will be available to them.

Activities included in the Outreach and Education Grant Program consist of informing consumers and small businesses about the availability and benefits associated with obtaining health care coverage, establishing trusted messengers in communities to help address barriers that prevent consumers and small businesses from purchasing coverage, referring consumers and small businesses to all available enrollment resources and assistance, and ultimately, motivating eligible consumers and small businesses to take the next step to enroll in Covered California programs.

Covered California will provide opportunities for consumers and their families to access affordable health care coverage; small businesses will be able to enroll in group plans that provide affordable health insurance to employees, known as the Small Business Health Options Program (SHOP). The new health insurance marketplace will be consumer-focused and will allow Californians to shop online, over the phone, by mail or receive in-person assistance, in order for them to find the right health insurance plan. In a consumer-friendly manner, individuals will be able to compare different health insurance plans, to determine which will be affordable to them. In addition, consumers can learn if they qualify for Covered California Program tax credits and cost sharing reductions, collectively known as subsidies. If a consumer is not eligible for subsidies, they will be informed of other available programs. Small businesses will also be able to shop and compare different health insurance plans to determine which will be affordable to them and their employees. They will also be able to learn whether they qualify for tax credits.

Californians will be offered access to competitively priced health plans. It is anticipated that increased competition will drive down health care costs overall. With health care coverage now being more affordable, our state will experience an increase in the number of insured Californians, which will reduce health disparities in our state. The reduction of health disparities

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will also contribute to lower health care costs in our state. Covered California is committed to ensure that millions of Californians are aware of their health coverage options and can easily compare health plans to choose the right plan that best meets their needs.

Beginning on October 1, 2013, and continuing through March 31, 2014, Covered California will be open to enrollment; this is referred to as the "Open Enrollment" period. Consumers will begin receiving health care coverage through Covered California's programs on January 1, 2014.

\$43 million is allocated for the Outreach and Education Grant Program during a 2-year period. Covered California anticipates the Notification of Intent to Award occurring on April 26, 2013. After this grant award process, Covered California will conduct a thorough analysis to determine whether or not there are any gaps in the Grant Program's capacity to reach specific geographic areas and/or target populations. In the event gaps are identified, Covered California will administer a Cycle 2 grant award process. The Cycle 2 process will focus on specific geographic areas and/or target populations that were not awarded during the Cycle 1 process. The anticipated date of the Cycle 2 Grant Application release is May 24, 2013. The Cycle 2 Notification of Intent to Award would occur on July 15, 2013.

Covered California will support organizations interested in promoting Covered California that are not awarded grants by providing access to free training materials, free collateral materials (in 13 languages), support for communications outreach and education activities.

2 BACKGROUND AND INFORMATION

2.1 BACKGROUND

Soon after the passage of national health care reform through the Patient Protection and Affordable Care Act of 2010 (the “Affordable Care Act”), California initiated a multi-agency, coordinated effort to actively implement its provisions and establish a new health care marketplace. Agencies within state government began coordinated planning to implement the requirements of the Affordable Care Act and to take advantage of the opportunities it offers. California enacted the first state legislation to establish a health benefit exchange (Chapter 655, Statutes of 2010-Perez and Chapter 659, Statutes of 2010-Alquist). The California state law is referred to as the California Patient Protection and Affordable Care Act and it established the California Health Benefit Exchange. The Exchange is a public entity within state government with a five-member board appointed by the Governor and the Legislature. The Exchange administers Covered California, the public name of the new health care marketplace.

Starting in 2014, a range of health care coverage opportunities will be available throughout California that will make it easier for individuals and small business to afford health coverage. Covered California has been working in close collaboration with the Department of Health Care Services and the Managed Risk Medical Insurance Board to implement the health care coverage expansions offered by the Affordable Care Act. These agencies administer a number of health care programs.

The Department of Health Care Services (DHCS) oversees and administers the California’s Medicaid Program (Medi-Cal), which will increase the pool of their eligible population under the Affordable Care Act by changing income definitions and other eligibility rules and streamlining the application processes.

The Managed Risk Medical Insurance Board (MRMIB) currently oversees and administers California’s Children’s Health Insurance Program (Healthy Families Program) and the Access for Infants and Mothers (AIM) Program, which will experience similar changes in eligibility rules and application processes as Medi-Cal. MRMIB also oversees California’s two high risk pools, the Major Risk Medical Insurance Program and the Pre-Existing Condition Insurance Plan.

The California Health Benefit Exchange administers Covered California. Covered California will offer subsidized health care coverage in the form of tax credits and cost sharing reductions to individuals and families with incomes above the upper limits for the programs offered by DHCS and MRMIB. Tax credits and/or cost sharing reductions will only be available to consumers through Covered California’s subsidized program. Consumers will not be able to obtain tax credits and/or cost sharing reductions through the private health insurance market. In addition, Covered California will offer access to coverage for individuals who are not subsidy eligible. Through Covered California these individuals will have access to coverage and premiums at the same rates as they would get in the individual market outside of Covered California.

Covered California will operate a Small Business Health Options Program (SHOP) that offers small businesses and their employees new health insurance choices. SHOP is designed specifically for employers with between 1 and 50 employees and it offers unprecedented

opportunities of a variety of Qualified Health Plans. Through SHOP, both employers and their employees can choose the plans that fit their needs and their budgets. SHOP lets businesses easily compare and contrast a variety of Qualified Health Plans offered by private insurers that will be rated and underwritten by a new set of consumer-friendly rules. Everything will be available online, by phone or in person. SHOP levels the playing field by giving small businesses access to more plans, including creation of small business insurance pools with many of the advantages of large business insurance pools, including purchasing power, lower cost, reduced premiums and more policy choices. SHOP also will provide expert counsel to help small businesses identify the policies that work best for them and their employees.

The Affordable Care Act does not require employers with fewer than 50 employees to provide health insurance for their employees. However, businesses that provide health care coverage are eligible for tax credits if they have fewer than 25 full-time equivalent employees for the tax year who are paid an average annual salary of less than \$50,000.

Employers with 10 or fewer employees paying an annual wage of \$25,000 or less qualify for the maximum credit. Non-profit or tax-exempt employers must meet the same criteria as other small businesses and their tax credits will be lower.

Health plan enrollment through the SHOP is scheduled to open October 2013 for coverage that will begin in January 2014.

California health insurance agents are expected to be an important outreach and enrollment channel for the SHOP. The Exchange is working closely with insurance agents and brokers to make sure they can continue to serve small businesses in the best, most informed way possible. Insurance agents will play an important role in enrolling businesses in Covered California.

To view the Exchange briefing on SHOP visit:

http://www.healthexchange.ca.gov/BoardMeetings/Documents/July_19_2012/VIII-A_CHBE-SHOPExchangeBoardRecommendationsBriefs_7-19-12.pdf, or visit the Exchange's website at www.healthexchange.ca.gov.

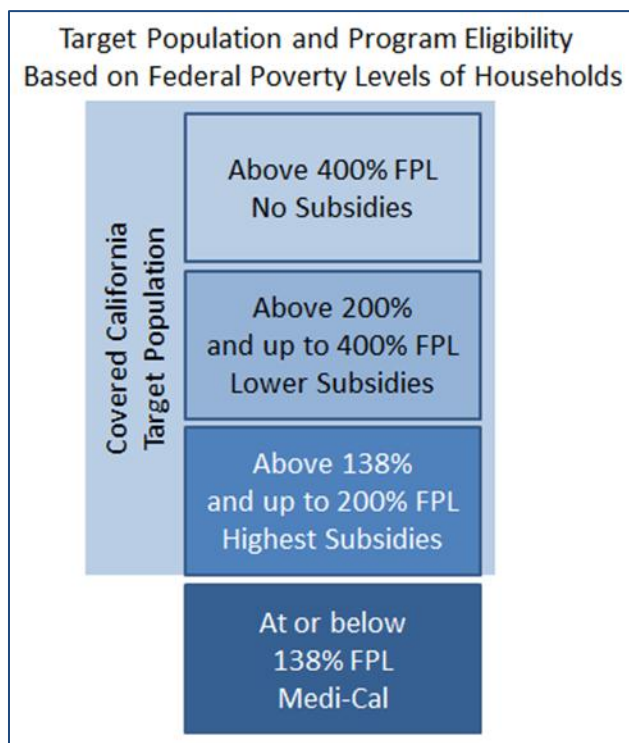
2.1.1 California's Uninsured Population Data

U.S. citizens, nationals and individuals lawfully present in the U.S. who meet eligibility requirements may enroll in the coverage available through Covered California. Federal health care reform provides tax credits and cost sharing reductions to consumers with incomes above 138% and up to 400% of the Federal Poverty Level. In 2012, a family of four's annual income would range from approximately \$31,000 to \$92,000 to qualify for Covered California's subsidized program. The Grant Program will focus on consumers with incomes above 138% of the Federal Poverty Level who qualify for enrollment in Covered California's subsidized and non-subsidized health coverage options.

Covered California commissioned UCLA's Center for Health Policy Research and UC Berkeley's Center for Labor Research to use the California Simulation of Insurance Markets (CalSIM) model. The model is designed to estimate the impacts of various elements of the Affordable Care Act on employer decisions to offer insurance coverage and individual decisions to obtain coverage in California. Refer to Appendix A which details Covered California enrollment projections from the CalSIM Model Version 1.8.

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The diagram below depicts the Covered California target populations based on Federal Poverty Levels (FPL) of households. The Affordable Care Act allows for an optional expansion of Medi-Cal to adults with incomes up to 138 percent of the FPL.



The California HealthCare Foundation released the 2011 California Employer Health Benefits Survey which tracks changes in employer-based health benefits in the state over time. This study found that small firms with fewer than 50 employees were less likely to provide their employees with coverage than larger firms. Many small businesses currently provide coverage to their employees; however, the insurance is very costly which makes it difficult for businesses to continue to provide insurance to their employees. An additional barrier identified in this study, was a lack of awareness among small business owners of the tax credits that will be available in 2014 as a result of the Affordable Care Act to help offset the cost of coverage. The 2011 California Employer Health Benefits Survey study is included as Appendix B.

The primary target population of Covered California's marketing and outreach efforts are the 5.3 million California residents projected to be uninsured or eligible for tax credit subsidies in 2014: 2.6 million who qualify for subsidies and are eligible for Covered California qualified health plans; and 2.7 million who do not qualify for subsidies, but now benefit from guaranteed coverage and can enroll inside or outside of Covered California.

2.1.2 Covered California

2.1.2.1 *Vision, Mission and Values*

The vision of Covered California is to improve the health of all Californians by assuring their access to affordable, high quality care. Beginning in 2013, individuals and small businesses will be able to compare plans and buy health insurance in a new marketplace, Covered California. A successful marketplace will provide purchasers with a more stable risk pool, greater purchasing power, more competition among insurers and detailed information regarding the price, quality and service of health coverage. It will also streamline access, for eligible individuals, to programs that provide subsidies for health coverage. Covered California will increase the number of insured Californians, improve health care quality, lower costs and reduce health disparities, and it will empower consumers to choose the health plan and providers that give them the best value.

- **Vision** – The vision of Covered California is to improve the health of all Californians by assuring their access to affordable, high quality care.
- **Mission** – The mission of Covered California is to increase the number of insured Californians, improve health care quality, lower costs and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health plan and providers that give them the best value.
- **Values** – Covered California is guided by the following values:
 - **Consumer-focused** – At the center of Covered California’s efforts are the people it serves, including patients and their families, and small business owners and their employees. Covered California will offer a consumer-friendly experience that is accessible to all Californians, recognizing the diverse cultural, language, economic, educational and health status needs of those we serve.
 - **Affordability** – Covered California will provide affordable health insurance while assuring quality and access.
 - **Catalyst** – Covered California will be a catalyst for change in California’s health care system, using its market role to stimulate new strategies for providing high-quality, affordable health care, promoting prevention and wellness and reducing health disparities.
 - **Integrity** – Covered California will earn the public’s trust through its commitment to accountability, responsiveness, transparency, speed, agility, reliability and cooperation.
 - **Partnership** – Covered California welcomes partnerships, and its efforts will be guided by working with consumers, providers, health plans, employers and other purchasers, government partners and other stakeholders.
 - **Results** – The impact of Covered California will be measured by its contributions to expanding coverage and access, improving health care quality, promoting better health and health equity and lowering costs for all Californians.

The California Health Benefit Exchange previously received a \$1 million federal Planning Grant to fund preliminary planning efforts related to the development of Covered California.

The Exchange was then awarded an additional \$39 million federal Level I.1 Establishment Grant to fund ongoing planning and pre-implementation activities.

The Exchange is currently funded through a \$196 million federal Level I.2 Establishment Grant to continue its start-up, planning and developmental activities through June 30, 2013.

In November 2012, the Exchange applied for additional federal funding through a Level II grant to fund the final phases of Covered California implementation. Approval was received on January 17, 2013, and the Exchange was awarded \$674 million in additional funding. Federal funding includes all of the Exchange's activities through December 2014. Once the Exchange is fully operational, beginning in 2015, Covered California must be self-sustainable without the use of federal funding.

2.1.3 Statewide Marketing, Outreach and Education Program and Assisters Program

In June 2012, the Board of the California Health Benefit Exchange approved the comprehensive Statewide Marketing, Outreach and Education Program and the Assisters Program strategies. The strategies included the following:

- Creative development and advertising production in multiple languages (e.g., television, radio, bulletins, posters, print ads, digital/mobile, direct mail and grass roots);
- Paid media planning;
- Public relations efforts;
- Social media efforts;
- Outreach and Education Grant Program; and
- A Community Outreach Network that will serve as the community relations arm of Covered California helping to coordinate public and private partnerships, Outreach and Education grantees and Assisters.

The Community Outreach Network is a critical way for Covered California to proactively engage organizations that represent the strategic entry points of where the target markets work, live, shop and play. The Community Outreach Network will help to ensure all grantee and assister activities are working in a coordinated fashion toward consumer enrollment. For organizations that may not qualify for either program, there will be opportunities through the Community Outreach Network to stay involved in the campaign to ensure all eligible Californians have affordable health care coverage.

The Assisters Program was developed to provide in-person assistance to help eligible individual consumers apply for health care coverage through Covered California. Some consumers and small businesses will be reached through traditional marketing campaigns and will enroll on their own; others will need in-person assistance. In-person assistance to help small businesses provide coverage to their employees will be through the insurance agent community.

In-person assistance is necessary to help serve California's diverse population, since the ability to apply for coverage through Covered California will be new to consumers. The Assisters Program will reflect the cultural and linguistic diversity of the target populations. Assisters will be trained and certified, in order to ensure that they are equipped with expertise and information to successfully help consumers enroll into coverage.

The Guiding Principles for the “Statewide Marketing, Outreach and Education Program” and Assisters Program are to:

- Promote maximum enrollment of individuals into health coverage by providing a one-stop shop marketplace for affordable, quality health care options and health insurance information.
- Build on and leverage existing resources, networks and channels to maximize enrollment, including close collaboration with state and local agencies, community organizations, businesses and other stakeholders with common missions.
- Consider where the eligible populations live, work, play and shop; and select tactics and channels that are based on research and evidence of how different populations can best be reached and encouraged to enroll (and once enrolled, retain coverage).
- Marketing and outreach strategies will reflect and target the mix and diversity of those eligible for coverage.
- Establish a trusted statewide Assisters program that reflects the cultural and linguistic diversity of the eligible populations.
- Ensure that Assisters are knowledgeable of both subsidized and non-subsidized health care options.
- Continue to learn and adjust strategies and tactics based on input from national partners, California stakeholders, on-going research, evaluation and measurement of the programs’ impact on awareness and enrollment.

To obtain a copy of the “**Statewide Marketing, Outreach and Education Program**,” click [here](#). Or, visit the Exchange’s home page at: www.healthexchange.ca.gov. On the home page, scroll down to the link titled, “*Project Sponsors Release Final Draft of the Statewide Marketing, Outreach and Education Program Final Design Options, Recommendations and Work Plan,*” dated June 26, 2012.

To obtain a copy of the **Assisters Program** work plan, click [here](#). Or, visit the Exchange’s home page at: www.healthexchange.ca.gov. On the home page, scroll down to the link titled, “*Project Sponsors Release Final Draft of Phase I and II Statewide Assisters Program Design Options, Recommendations and Final Work Plan,*” dated June 26, 2012.

2.1.4 Outreach and Education Grant Program

In the comprehensive “Statewide Marketing, Outreach and Education Program,” a critical strategy to reach California’s diverse population is to implement an Outreach and Education Grant Program. **The Grant Program will complement (and will not supplant) other strategies identified in the “Statewide Marketing, Outreach and Education Program” and the Assisters Program.** Instead, the Grant Program will have distinctive, independent activities, which leverage and align with the Statewide Marketing and Assisters Program strategies that are implemented.

Activities that will occur under the Grant Program include conducting public awareness, outreach and education activities at the local level (including strong participation at community events) and leveraging partnerships with community groups. The Grant Program will fund activities that increase awareness of programs available through Covered California, including the Small Business Health Options Program (SHOP) through which small businesses can provide health care coverage to their employees.

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The intent of the Outreach and Grant Program is to ensure participation of a wide range of organizations that are interested in providing public awareness, outreach and education activities to targeted communities and populations eligible for Covered California health care coverage. These organizations may not currently have the resources (and/or funding) necessary to participate in these activities. Therefore, Covered California will be awarding \$43 million in grants to organizations to help support outreach and education activities.



2.2 PURPOSE OF THIS GRANT APPLICATION

The purpose of this Grant Application is for Covered California to request applications from interested organizations to participate in the Outreach and Education Program Grant Program. Covered California plans to allocate up to \$43 million (May 2013 through December 2014). The \$43 million Grant Program allocates funding for the following aspects of Covered California:

- **\$40 million** to promote public awareness through outreach and education activities to individual consumers who are newly eligible for the coverage through Covered California.
- **\$3 million** to promote public awareness, outreach and education activities to small business who are eligible to provide coverage to their employees through the Small Business Health Options Program (SHOP).

The guiding principles of the Outreach and Education Grant Program are:

- Target resources based on the greatest opportunity to reach the highest number of uninsured and subsidy eligible individuals where uninsured and subsidy eligible individuals live, work, play and shop.
- Ensure that all regions and markets in the state, including the hard to move (e.g. rural and limited English proficient populations) are reached.
- Complement the Assisters Program and the broader marketing strategy, including Covered California's Qualified Health Plan marketing efforts.
- Provide consumers and small businesses with information and tools where individuals and employers can enroll on their own.

The Assisters Program will be comprised of trained individuals who will provide help to the public in completing the Covered California application for health care coverage.

Grant Applications from organizations that intend to serve as Assisters or intend to make referrals to Assisters are highly encouraged.

Organizations that do not intend to apply for funding through this Grant Program, but are interested in finding out more about serving as an Assister Entity, may complete the Assister Interest Form located in Appendix C. Applicants that do not receive funding will also receive additional information from Covered California on the opportunity to participate in the Assisters Program and the Outreach Network in 2013. **Please note that the Assister Program**

eligibility rules are not included in this grant application and will be provided in future documents to stakeholders.

2.2.1 Goals and Objectives of the Outreach and Education Grant Program

The broad overall goal of Covered California is to increase the number of insured Californians by creating an organized, transparent marketplace for Californians and small businesses to obtain affordable, quality health care coverage in order to meet the personal and employer responsibility requirements required under federal law.

A major component of the overall statewide marketing strategy is the launch of an aggressive public education and awareness campaign to inform Californians about Covered California, where affordable coverage programs are easy for consumers and small businesses to understand and navigate, with enrollment as the end goal.

The main goal of the Outreach and Education Grant Program is to generate leads for Assisters and the Covered California Service Center who will perform application assistance for those consumers or small businesses interested in coverage. A lead is defined as collecting the individual’s name, preferred method of contact (i.e., e-mail, mail, or phone) and respective contact information, and language preference.

The objectives of the Outreach and Education Grant Program are as follows:

1. Ensure participation of organizations with trusted relationships with the uninsured markets that represent the cultural and linguistic diversity of the state.
2. Deliver a cost-effective program that promotes and maximizes enrollment.
3. Disseminate clear, accurate and consistent messages to target audiences that eliminate barriers, increase interest and motivate consumers and small businesses to enroll into coverage.

	Individual Exchange	Small Business Health Option Program
Target Markets	Individual consumers newly eligible for Covered California’s subsidized and non-subsidized programs (above 138% of the Federal Poverty Level). See Page 15 – Federal Poverty Level Chart.	Small businesses eligible for enrollment in small group plans offered by SHOP (1-50 employees).
Enrollment Goals	Year-end estimates: 2014 – 1.4 million Californians 2015 – 1.9 million Californians 2016 – 2.3 million Californians	Year-end estimates: 2014 – 8,000 groups; 96,000 Californians 2015 – 11,000 groups; 161,000 Californians 2016 – 12,000 groups; 218,000 Californians

While Covered California has articulated specific goals, it is our aspiration to get all eligible Californians covered as quickly as possible.

2.2.2 Populations Targeted by the Outreach and Education Grant Program

Covered California is seeking to engage organizations with trusted and established relationships with the following target populations to conduct outreach and education campaigns on affordable health insurance options:

1. **Individual Consumers Eligible for Affordable Health Insurance Programs through Covered California**, including Covered California's affordable coverage program for individuals with or without subsidies.

Or

2. **Small Businesses eligible for the Small Business Health Options Program (SHOP)**

Applicants should propose to either target consumers eligible for affordable health insurance programs through Covered California or small businesses eligible for SHOP; if an applicant wants to propose to target both they must submit two separate proposals. One proposal should describe the outreach and education approach to reach individuals, the second proposal describing the approach for outreach and education to small business.

Covered California anticipates that Grantees, during the course of their outreach and education activities, will come into contact with individuals who may be interested in learning about opportunities for coverage through both the individual Exchange and SHOP. Grantees should be prepared to provide general information on both options, regardless of the primary focus of their campaign. All Grantees will be required to maintain expertise in effective messaging points about the opportunities for insurance coverage available through SHOP and the individual Exchange.

Applicants must propose to target consumers who are likely to be eligible for enrollment in a Qualified Health Plan with subsidies in the form of cost sharing or a tax credit, as well as those who may be eligible for enrollment in a Qualified Health Plan without subsidies through Covered California. Individuals with a total household income above 138% of the Federal Poverty Level (FPL) will be eligible for enrollment in these coverage options.

2012 Monthly Income by Household Size*		
Household size (number of persons living within)	138% FPL **	400% FPL
1	\$1,300	\$3,723
2	\$1,761	\$5,043
3	\$2,222	\$6,363
4	\$2,682	\$7,683
5	\$3,143	\$9,003
6	\$3,604	\$10,323
7	\$4,065	\$11,643
8	\$4,526	\$12,963

*FPLs are updated each year on or around April.

**Expanded Medi-Cal Program covers eligible individuals up to 133% FPL; after applying allowable income disregards (5%) the threshold is raised to 138%.

The primary target population of Covered California's marketing and outreach efforts are the 5.3 million California residents projected to be uninsured or eligible for tax credit subsidies in 2014:

- 2.6 million who qualify for subsidies and are eligible for Covered California qualified health plans; and
- 2.7 million who do not qualify for subsidies, but now benefit from guaranteed coverage and can enroll inside or outside of Covered California.

The Outreach and Education Grant Program will support Covered California's goal of increasing the number of Californians that access and retain affordable health insurance. Covered California is particularly interested in receiving proposals to serve specific markets or communities that have a high number of uninsured individuals, as well as those that experience disproportionate barriers to accessing affordable health insurance programs. Examples of target markets, for either individuals or small businesses, include, but are not limited to, the following:

- Geographic areas, including rural areas, where eligible uninsured individuals reside, refer to Section 4.1.2 for a list of counties and their expected enrollments for 2014;
- Hard-to-move populations (e.g., young invincible) who are unlikely to obtain health care coverage because they do not understand the importance of having coverage;
- College students;
- Populations with Limited-English Proficiency (e.g., Spanish, Cantonese, Mandarin, Vietnamese, Korean, Cambodian/Khmer, Hmong, Tagalog, Russian, Armenian, Farsi, Arabic, etc. speaking populations);
- Culturally diverse populations and communities, such as Native American Indians, Latinos, Asian Pacific Islanders, African Americans, etc., including mixed immigration status households;
- Target priority employment sectors in which there are high numbers of uninsured workers. These include:
 - Construction
 - Restaurant and other food services
 - Crop Production
 - Elementary and secondary schools
 - Services to buildings and dwellings (except construction)
 - Grocery stores
 - Truck Transportation
 - Real Estate
 - Automotive Repair and Maintenance
 - Child day Care services
 - Traveler Accommodation
 - Hospitals
 - Investigation and security services
 - Independent artists, performing arts, spectator sports and related industries.
- Small businesses;
- Geographic areas with a high number of small businesses, including minority business owners, that are eligible to purchase health insurance for their employees; and
- Other markets defined by gender, income, sexual orientation, age, etc. likely to benefit from affordable health insurance options.

Covered California will award grants to a variety of organizations, in which the funding allocation collectively reflects and represents the mix and diversity of those eligible for coverage.

2.3 SERVICES SOLICITED AND SUPPORT FROM COVERED CALIFORNIA

The Outreach and Education Program will **engage organizations and entities** with trusted relationships with California’s uninsured consumers and small businesses to:

- Generate leads for Assisters and the Covered California Service Center who will perform application assistance for those consumers or small businesses interested in coverage;
- Increase awareness and understanding of health care options;
- Promote a culture of coverage;
- Communicate the importance of having health coverage;
- Remove barriers to enrollment; and, ultimately,
- Motivate Californians to take the action and enroll.

Grantees are expected to utilize inter-personal approaches to conduct public awareness, outreach and education activities, which emphasize personalized and one-on-one interactions. Grantees will be responsible for delivering outreach messages, which are brief messages designed to raise awareness. The majority of effort will be spent on delivering in-depth program information to eligible consumers through education messages. Each Applicant will have to articulate and provide support for their proposed allocation of time towards outreach and education messages. Covered California recommends the following allocation of time:

- 70% of grant activities will be allocated towards the delivery of in-depth education messages designed to provide eligible consumers or small businesses with program information, eliminate barriers, link them to enrollment and assistance resources and motivate them to enroll in coverage. For example, a grantee that assists an individual in evaluating health plans, by using an eligibility calculator or side-by side comparison, that is tailored to their needs would constitute an education. The education session will last approximately 10-15 minutes on average.
- 30% of grant activities will be allocated towards the delivery of brief Outreach messages designed to raise awareness of the opportunities for affordable health insurance offered by Covered California and promoting the value of having coverage. For example, a grantee handing out brochures at an event and articulating to attendees that “Covered California is coming” and encourage the person to sign up for upcoming information would constitute outreach. Outreach activities will last between 1-5 minutes on average.

Applicants will need to develop a plan to deliver outreach and education messages, including monitoring and evaluation tools that measure the total number of households or businesses they plan to reach. Organizations have flexibility in the channels, including non-face-to-face, venues or formats, such as social media, in which outreach and education messages are delivered, as well as their mode for reaching their target population(s), which must be specifically explained in the Grant Application. Applicants are required to submit innovative plans to conduct outreach and education in accordance with established guidelines. Innovative plans give Applicants the opportunity to present creative strategies that will result in more effective approaches to reach their target population(s). Collaboration with other eligible entities

is highly encouraged. Covered California will only consider plans that are effective, measurable and evidence-based. When presenting plans, the Applicant must:

- Describe the plan's strategies, tactics, target goals and objectives;
- Describe how the plan will be monitored, evaluated, and adjusted as necessary to meet target goals;
- Explain why the proposed approach is a proven and effective one; and
- Provide details and demonstrate the Applicant's prior success in effectively reaching the target populations.

Interested organizations are highly encouraged to submit a Letter of Intent to Respond and Response to Collateral Materials Request Form. Please refer to **Section 3.2.2** for more details. Collateral materials will be made available after organizations are trained.

Interested organizations applying for the Grant Program must comply with the instructions and agree with the Draft Agreement's terms and conditions. Covered California shall accept only one application per interested entity as a lead and one additional application if the entity is listed as a subcontractor as part of a collaborative, for the purposes of targeting individual consumers. Applicants may also submit a separate application for the purposes of targeting small businesses eligible for SHOP. The entity must reach different target groups, not overlap activities and detail their approach in the application. Additional monitoring and quality assurance of grantees will be enforced to prevent duplication of efforts.

During the Grantee selection process, Covered California will evaluate all Applications as described in **Section 7 – Evaluation Process and Criteria**.

All Grantees will be required to receive Grantee Training prior to implementing their Outreach and Education plan which will be provided to organizations free of charge:

- In-depth training, available in English and Spanish, on Covered California and the health insurance offerings offered in strategic regional locations and online;
- Standard message points for each Phase of the Outreach and Education campaign;
- General message points for small businesses and individual consumers; and
- Collateral materials (available in 13 languages)
- Designated staff must be trained and may need to be staggered based on demand and availability.

All Grantees will be required to participate in on-going meetings coordinated by the State with other grantees and share lessons-learned, best practices. Grantees will also be required to coordinate with media and marketing events that will take place in the Grantee's geographic area.

2.3.1 Outreach and Education Plan Phases

Outreach and education activities designed to raise public awareness will begin in May 2013 and continue through December 2014. The Grant Program will align with the six phases of the statewide Marketing, Outreach and Education planned over the 19-month award period. Grantees will be required to align their activities, messaging, and approach with each Marketing, Outreach and Education plan phase. Grantees will be provided, through Covered California or

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its official designees, training, collateral materials, and message points for each phase to ensure that activities complement the statewide campaign.

Outreach and Marketing Phase	Start	End	Purpose
1. Consumer Outreach and Education	May 1, 2013	June 30, 2013	Raise awareness about the new consumer-friendly health insurance marketplace.
2. Get Ready, Get Set	July 1, 2013	September 30, 2013	Inform eligible Californians or small businesses that opportunities for coverage are "coming" in 2014.
3. Enroll!	October 1, 2013	March 31, 2014	Guide consumers or small businesses to their enrollment options and to shop and compare qualified health plans. Deliver the message that the time to enroll has come and it is easy to apply.
4. Reinforcement and Special Enrollment	April 1, 2014	July 31, 2014	Promote enrollment of those who did not enroll during year one during the Open Enrollment period. Promote the Special Enrollment period when consumers experience a change of circumstances (e.g., marriage, birth, adoption, loss in health care coverage).
5. Get Ready, Get Set	July 1, 2014	September 30, 2014	Inform eligible Californians or small businesses of the opportunities to enroll in coverage during the upcoming Open Enrollment Period.
6. Enroll!	October 1, 2013	December 31, 2014	Guide consumers or small businesses to their enrollment options and to shop and compare qualified health plans. Deliver the message that the time to enroll has come and it is easy to apply.

Grantees will be expected to conduct the following activities to promote public awareness among eligible consumers and small businesses:

- Raise awareness about the new consumer-friendly health insurance marketplace.
- Promote public awareness and inform consumers or small businesses about their options to obtain affordable health coverage through Covered California.
- Communicate the value of purchasing health coverage through outreach.
- Remove barriers to enrollment.
- Educate small businesses about available tax credits for purchasing coverage through Covered California.
- Conduct in-depth education that provides consumers or small businesses with detailed information about affordable health care coverage options.
- Educate the public about health coverage costs and options, including co-insurance, co-pays and benefit designs.

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- Guide consumers or small businesses to their enrollment options and to shop and compare qualified health plans.
- Inform eligible Californians or small businesses that opportunities for coverage are “coming” in advance of open enrollment periods.
- Deliver the message to the consumer or small business that the time to enroll has come and it is easy to apply during open enrollment periods.
- Promote the Special Enrollment period when consumers experience a change of circumstances (e.g., marriage, birth, adoption, loss in health care coverage) in between open enrollment periods. Consumers who experience such change do not have to wait until the Open Enrollment period to apply.
- Provide consumers with information and tools where individuals can enroll on their own preferably, on-line.
- Educate small businesses about the opportunities to seek coverage directly with Covered California, or to find a licensed Agent who can assist the small employer with purchasing health coverage in person
- Drive consumers to Assisters Program resources if they prefer to receive in-person assistance.
- Collect leads for Covered California from individuals or small businesses that may be interested in purchasing coverage.
- Motivate Californians to take the action and enroll.

2.3.2 Approach to Conducting Outreach and Education

Covered California established guiding principles, goals, objectives to promote practices found to be effective at reaching the diverse consumers and small businesses likely to benefit from health care coverage available through the new health insurance marketplace. Grantees are expected to utilize inter-personal approaches to conduct public awareness, education and outreach activities, which rely on trusted messengers to deliver personalized, culturally responsive and in-language messages to the target audience.

Grantees shall be responsible for completing the following outreach and education activities:

- Collecting consumer contact information to make referrals to Assisters, in-house Assisters provided within the Grantee organization or consumer referrals that are provided directly to Covered California;
- Providing information about Covered California, including informing consumers of available no-cost, subsidized and non-subsidized programs, providing information on how to enroll both on-line and in-person and answering questions;
- Informing consumers or small businesses of the potential benefits to enrolling in Covered California’s coverage options, including tax credits and cost sharing subsidies;
- Providing basic information and directing consumers or small businesses to tools and resources to assist in comparing cost, benefits and coverage options;
- Educating consumers about open enrollment in subsequent years;
- Referring consumers or small businesses to in-person assistance resources, including Assister organizations or health insurance agents;
- Changing attitudes and behaviors that have prevented consumers or small businesses from enrolling in coverage;
- Collaborating and coordinating with other grantees, as well as establishing and participating in public and private partnerships in the target community;

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- Attending additional community events at the request of Covered California;
- Encouraging consumers to visit Covered California website, sign up for Facebook, Twitter and other Social Media channels established by Covered California;
- Follow-up with consumers on at least one occasion to offer assistance in answering any questions and to gauge effectiveness of the outreach message;
- Continually assess the effectiveness of the outreach tactics and messages to adjust strategies to ensure target goals are met; and
- Asking consumers for feedback on the Marketing and Media campaign.

Grantees will be required to conduct outreach and education activities in-person. Outreach and education activities must be delivered “in language” (in the preferred language of the target audience).

Grantees will be required to utilize messaging and collateral materials (provided free and in 13 languages) approved by Covered California when acting on behalf of the program. To the extent a grantee develops their own material in so far as it references Covered California and is distributed with Covered California resources, it will be subject to review and approval.

Grantees will be required to attend additional community events at the request of Covered California. Covered California has identified potential community events that will need grantee presence and support. Applicants are encouraged to specify their proposed events to support Covered California’s goals in their proposal. **Please refer to Appendix E for the list of events.** Covered California will make every effort to provide as much advanced notice as possible and will select a local Grantee that reaches the target population expected to attend the event.

In the event Grantees make formal presentations and represent Covered California at local, ethnic media events, community and/or trade events, or other approved venues, Grantees must represent themselves in professional attire and shall ensure that standard messages that have been approved by Covered California are conveyed. The Grantee shall not make any political comments in any presentation.

Grantees shall **not** use grant funds to conduct mass marketing campaigns or to contract for paid media, but rather are required to complement and align efforts with Covered California’s Statewide Marketing, Outreach and Education Program (for more information, refer to **Section 2 – Background and Information**, including local and regional marketing and outreach efforts.

2.3.2.1 Outreach and Education Delivery Channels

Channels and venues in which outreach and education activities will be delivered include where the target populations live, work, go to school, play and shop. In order to perform the public outreach and education activities under this Grant Program, Applicants may consider using the following delivery channels:

- Partnering with community/local officials and/or leaders;
- Partnering with other community-based organizations and/or community groups, including community businesses who serve the target populations and who are not recipients of grant funding. Some examples of community businesses include local/ethnic supermarkets, health and fitness clubs, and service clubs (e.g., Kiwanis, Elks, Lions, etc.);

- Using a community organizing or canvassing approach (including Promotoras models and door-to-door outreach in targeted neighborhoods);
- Attending and/or presenting at ethnic media events;
- Attending and/or presenting at community events (including health fairs, festivals, popular sports events etc.) using Project Sponsor-approved messages and information;
- Leveraging existing intake processes where a service/product is already provided to deliver outreach and education messages;
- Making presentations to existing groups, classes, meetings, workshops, or professional conferences where the target populations are known to frequent;
- Distributing brochures, flyers and collateral materials to target populations likely to be eligible;
- Facilitating outreach with local chambers of commerce, industry and professional associations, and other employer-based organizations to educate small businesses about purchasing coverage through Covered California;
- Leveraging online channels and social media to support reaching targeted populations;
- Supporting the Community Outreach Network team member, Public Information Officer, as a guest on local or ethnic media, radio or TV stations to describe the upcoming opportunities and answer questions, utilizing Covered California-approved messages.

2.3.2.2 Outreach Messaging

Outreach messaging is defined as the provision of a brief set of information and message points intended to increase awareness among the target audience. Outreach messages are expected to take five minutes or less to complete, depending on the delivery channel and materials used. In general, outreach messages promoting awareness are the first step in preparing consumers and small businesses for being ready to act and can often lead to the provision of more in-depth information regarding program benefits and opportunities (described in the subsequent Section under Education Messaging). Covered California will provide Grantees with Outreach messaging points and collateral materials that promote a culture of coverage, deliver general information about the opportunities for affordable coverage and raise awareness.

Applicants must identify the channels in which outreach messaging will be delivered and are encouraged to consider which venues target audiences both frequent and will be receptive to receiving program information. Examples of appropriate channels for delivering outreach include, but are not limited to: local or ethnic media events, community events, workshops and presentations, or leveraging an existing service delivery forum to deliver outreach messages to increase awareness. The outreach activity must include a request to fill out a form to receive upcoming information.

2.3.2.3 Education Messaging

Education messaging is defined as the provision of in-depth program information and message points to increase understanding of health insurance opportunities offered by Covered California, eliminate barriers, link target audiences to enrollment and assistance resources and motivate them to enroll in coverage.

Education often builds on outreach messaging, but is more in-depth and focuses on educating the consumer about specific program opportunities, removing perceived barriers and encouraging target audiences to take the next step and enroll. During education sessions, a trusted source engages potential consumers or small businesses in one-on-one or small group information sessions. Educations may take up to 15 minutes to complete, depending on the message points, format and collateral materials used.

The education consists of three primary components:

- **Providing Information:** In-depth program information and key messages about the program benefits and opportunities are provided in-person using message points and collateral materials approved by Covered California.
- **Checking for Understanding:** A trusted source answers consumers' or small businesses' questions and checks/confirms their understanding of health care options that will be available in the new insurance marketplace. For example, Grantees may conduct a verbal survey at the time the education occurs or ask the consumers a brief set of questions to confirm their understanding.
- **Call to Action:** The consumer or small business is called to action. The Call to Action is where the trusted source provides the target audience with next steps they can take on their own, facilitates access to enrollment resources and asks for the consumer's or small business's commitment to take a next step to shop and compare or access enrollment resources. The Call to Action includes the delivery of key messages designed to motivate consumers and small businesses to take the next step. For example, techniques may include collecting consumer contact information to make referrals to customer service support, including the Assistors Program, or small business referrals to the SHOP Administrator or to a certified insurance agent, etc., directing those who wish to enroll on their own to the CalHEERS website or Service Center, or providing consumers with collateral materials that they can use at a later point to access enrollment resources.

As a guideline, education messaging should comprise 70% of the Applicant's proposed scope of work. Applicants must propose to deliver in-depth education messages tailored to their target population and should adjust the ratio of outreach and education messaging accordingly. Grantees will be expected to conduct education throughout the grant period.

Applicants must identify the channels in which education messaging will be delivered and are encouraged to consider which venues target audiences both frequent and will be receptive to receiving in-depth program information. Unlike outreach messaging, education requires a venue in which target audiences will be engaged in a one-on-one or small group format for approximately 15 minutes. Examples of appropriate channels

for delivering education include, but are not limited to: community events where target audiences are seeking information, workshops and presentations, or leveraging an existing service delivery forum to deliver education messages.

2.3.2.4 Approach to Working with Assisters and Enrollment Resources

A main goal of the Outreach and Education Grant Program is to generate leads for the Assisters Program and the Service Center to assist consumers with enrollment. Grantees will be required to provide Covered California with leads for follow up with consumers or small businesses that are potentially eligible and interested in receiving more information about enrolling. A lead is defined as collecting the individual's name, preferred method of contact (i.e., e-mail, mail, or phone) and respective contact information and language preference. This will be accomplished by encouraging the consumer to go on-line to fill out a form to receive upcoming enrollment information or by providing the consumer a form to complete.

Applicants must describe their approach to perform this activity, as described in Exhibit A, Statement of Work, including:

- Consumer leads for Qualified Health Plans (e.g., integrate the Assisters Program into the Applicant's strategies – such as, referrals to Assisters; in-house Assisters provided through the Applicant's organization, or consumer referrals that are provided directly to Covered California.); and
- Small business leads for the Small Business Health Options Program (SHOP). Examples include collecting leads from interested businesses and providing those leads directly to Covered California, or partnering with business groups or chambers of commerce to execute outreach campaigns to educate small businesses about Covered California.

If proposing to serve individual consumers, Applicants must specify whether they plan to:

- Serve as an Assister organization; or
- Establish a referral relationship with Assister organizations in their community; or
- Refer consumers to on-line enrollment resources such as the Covered California website.

If proposing to serve SHOP eligible small businesses, Applicants must specify whether they intend to refer small businesses to the Covered California SHOP directly or insurance agents.

2.3.3 Recruitment and Training

Grantees are required to recruit outreach workers that reflect the cultural, linguistic and consumer preferences of the markets or populations targeted through the Outreach and Education Plan. The Grant Application must clearly demonstrate dedicated resources to the services solicited through this Grant Program. Applicants proposing to serve specific cultural and linguistic target markets must demonstrate their capacity to provide in-language outreach and education activities.

All Grantees will be required to receive Grantee Training from Covered California prior to implementing their Outreach and Education Plan. Grantees must participate in updates and special topic trainings, webinars, forums and meetings provided throughout the grant agreement period. Grantees shall ensure that outreach workers are knowledgeable of effective education and outreach techniques, the Affordable Care Act, affordable coverage options offered through Covered California, other content areas identified by Covered California, and program standards, policies and procedures.

2.3.4 Program Monitoring and Quality Assurance

Performance of Grantees will be closely monitored. Grantees must comply with monitoring and evaluation requirements established by Covered California. This includes, but is not limited to, completing required reports on a monthly, quarterly and annual basis, as described in the subsequent section, cooperating with all mandated monitoring and evaluation activities, including monthly site visits by grant monitors, providing requested data to Covered California in a timely matter, and participating in research projects related to the effectiveness of the Covered California Statewide campaign. Grantees must attend regional quarterly Grantee and annual meetings organized by Covered California. Grantees must submit performance and fiscal reports to the State documenting their progress towards meeting agreed upon deliverables and established program outcomes according to agreed upon timelines. Grantees must maintain comprehensive records of program expenditures and activities throughout the period of the grant and provide them to Covered California upon request.

At the sole discretion of Covered California, grantees that are not performing their scope of work or meeting pre-established goals and deliverables may be terminated. Grantees may be provided re-training and asked to correct the deficiency within 30 days or risk grant termination. Failure to deliver the agreed upon targets for number of households or small businesses reached with outreach and education messaging may result in a modification to the Grantee's scope of work and award level.

Grantees must also establish an internal system for overseeing and managing program quality, including evaluating the performance of individuals responsible for conducting grant-funded outreach and education activities (Outreach Workers). This includes verifying that: outreach and education activities are delivered as planned, accurate messages and information are provided to consumers and small businesses, and overall compliance with program standards and guidelines is maintained. Grantees must immediately report instances of non-compliance and specify their plans for corrective action to Covered California.

Covered California seeks to use monitoring and evaluation data to learn about what strategies and approaches most effectively increase awareness amongst California's uninsured consumers and small businesses and motivate them to enroll in coverage.

Examples of criteria that could be used to measure Grantee success include:

- The number and percentage of consumers or small businesses referred to enrollment resources, including Assisters, agents or Covered California website.
- The number and percentage of consumers reached by Grantee that sign up for Covered California Facebook or Twitter.
- Consumer or small business satisfaction surveys administered through the Assisters Program, Covered California website or other methods that measure Grantee's ability to provide accurate information and rate overall usefulness.

- Mystery shoppers that rate the Grantee's ability to provide accurate information.

2.3.5 Reporting

Grantees must maintain compliance with established reporting requirements. At a minimum, Grantees will be required to submit monthly, quarterly and annual reports on their activities, progress towards deliverables and program outcomes in a web-based information management system managed by Covered California. If project benchmarks are not met, Grantees may be required to submit additional ad hoc reports upon Covered California's request. Grantees will also be required to report any proposed adjustments to their approved outreach and education plan using the information management system.

Monthly Reports: Grantees will be required to report fiscal, outreach and education activities on a monthly basis in the information management system. At a minimum, Grantees will be required to report on scheduled events, outreach and education activities, demographic profile of consumers reached and submit an updated work plan.

Quarterly Reports: Grantees will be required to submit quarterly fiscal and performance reports documenting progress toward meeting program deliverables and outcomes, challenges and successes and any changes to an approved Outreach and Education Plan.

Annual Reports: Grantees will be required to submit an annual report to Covered California, outlining their progress and impact during the funding period, documenting successes and challenges, and describing the proposed Outreach and Education Plan for the subsequent year.

Closeout Report: Grantees will be required to submit a final fiscal and narrative closeout report.

The table below documents the minimum data elements Grantees will be responsible for reporting. Grantees will be responsible for collecting and submitting additional data elements identified by Covered California.

Reporting Requirements	Frequency
<p>Outreach and Education Activities</p> <ol style="list-style-type: none"> 1. Number of outreach and education sessions held (one-on-one, small group or events) <ul style="list-style-type: none"> • Number of households or small businesses reached through education messages • Number of households or businesses reached through outreach messages 2. Format for outreach and education sessions (one-on-one, small group, or events) 3. Location of outreach and education sessions 4. Ethnicity of populations reached 5. Languages of outreach and education sessions 6. Number and type of collateral materials used 	<p>Monthly Quarterly Annually</p>
<p>Other Events and Partnerships</p> <ol style="list-style-type: none"> 1. Number of ethnic or local media events <ul style="list-style-type: none"> • Number of attendees at ethnic or local media events 2. Number of events attended at the request of Covered California <ul style="list-style-type: none"> • Number of attendees at events attended at the request of Covered California 3. Number of partnerships developed <ul style="list-style-type: none"> • Description of partnerships and key activities 	<p>Monthly Quarterly Annually</p>
<p>Coordination with Enrollment Resources and Assisters</p> <ol style="list-style-type: none"> 1. Number of referrals to Assisters, Agents or other enrollment resources 2. Number of internal referrals to Assisters (if applicable) 3. Number of consumer leads provided to Covered California 	<p>Monthly Quarterly Annually</p>
<p>Other</p> <ol style="list-style-type: none"> 1. Progress towards meeting agreed upon Outreach and Education Plan deliverables 2. Description of barriers, challenges and success 3. Description of changes to the Outreach and Education plan 4. Identification of support, information or additional training needs 5. Feedback received from consumers and small businesses on the Marketing and Media Campaign 6. Feedback on the effectiveness of the Social Media Campaign, if applicable 	<p>Monthly Quarterly Annually</p>
<p>Closeout</p> <ol style="list-style-type: none"> 1. Final fiscal and narrative closeout report 	<p>once</p>

2.3.6 Management of Materials

Covered California will provide organizations with Grantee training, standard message points for each phase of the Outreach and Education campaign and collateral materials free of charge. Grantees will be required to order and track collateral materials from Covered California or their designated entity.

Grantees must utilize approved materials and non-consumables with Covered California's branding (i.e. tablecloths, banners and signs) when conducting outreach and education activities during the agreement period.

Grantees must maintain adequate supply levels of collateral materials at all times. Grantees must maintain compliance with established policies regarding the ordering and use of collateral materials. At the end of the agreement period, Grantees will be required to return all non-consumables to Covered California.

2.3.7 Equipment

Grantees may procure equipment with grant funding needed to carry out the outreach and education activities funded through the Outreach and Education Grant Program. Examples of types of equipment that may be necessary to carry out program activities include, but are not limited to: tablets, laptops, desktop computers or printers. These types of technology enable Grantees to show consumers how to access enrollment resources, show videos or other online media promoting affordable health coverage, and provide Grantees with access to web-based Grantee information management systems where required reporting is completed.

Equipment expenditures shall not exceed 5% of Grantee's funding award. In no instances shall total equipment expenditures exceed \$25,000.

All agreements in which equipment is procured with Outreach and Education Grant Program funds must be in compliance with federal and state laws. The Final Agreement Exhibit A will provide additional contract language regarding the purchase of equipment and other supplies and will be part of the Standard Agreement.

2.4 GRANTEE RESOURCES

Applicants are required to review the CalSIM 1.8 Model and the 2011 California Employer Health Benefits Survey in order to obtain a better understanding of the eligible populations that qualify for health care coverage. This information is very important for Applicants to understand when identifying their geographic areas and/or target populations in their Grant proposal. The UCLA CalSIM 1.8 model is included as Appendix A. The 2011 California Employer Health Benefits Survey study is included as Appendix B. Applicants are also highly encouraged to use data analytics found on www.HealthyCity.org to identify areas within their communities that should be targeted based on high levels of uninsured residents. **Applicants are required to articulate in their application data sources used to support their outreach and education goals.**

Covered California Outreach and Education Grant Application

Table 1 – Grantee Resources

Description	Source
Federal health care reform	www.healthcare.gov www.healthcare.gov/center/regulations/index.html
The Centers for Medicare and Medicaid Services' Center for Consumer Information and Insurance Oversight	http://ccio.cms.gov/
California state law enabling a California Health Benefit Exchange (CA-ACA,) and the current status of the Exchange operation California Health Benefit Exchange Planning and Establishment Grants	www.healthexchange.ca.gov
Healthy City	http://www.healthycity.org
California HealthCare Foundation released the 2011 California Employer Health Benefits Survey	http://www.chcf.org/publications/2011/12/employer-health-benefits
California Statewide Marketing, Outreach and Education Program and Assisters Program Work Plans (dated June 26, 2012)	<p>“Statewide Marketing, Outreach and Education Program” click here. Or, visit the Exchange’s home page at: www.healthexchange.ca.gov. On the home page, scroll down to the link titled, <i>“Project Sponsors Release Final Draft of the Statewide Marketing, Outreach and Education Program Final Design Options, Recommendations and Work Plan.”</i></p> <p>“Assisters Program” work plan click here. Or, visit the Exchange’s home page at: www.healthexchange.ca.gov. On the home page, scroll down to the link titled, <i>“Project Sponsors Release Final Draft of Phase I and II Statewide Assisters Program Design Options, Recommendations and Final Work Plan.”</i></p>
California Health Benefit Exchange Small Business Health Options Program (SHOP)	<p>“Small Employer Health Options Program Final Board Recommendations July 19, 2012” click here. Or visit the Exchange’s home page at www.healthexchange.ca.gov. Go to the Board Meeting tab. Scroll down to the July 19 Board meeting materials, click on Agenda Item VIII Small Employer Health Options Program; click on the link entitled <i>“Board Recommendations Briefs – Small Employer Health Options Program.”</i></p>
Department of Health Care Services (DHCS) and its programs	www.dhcs.ca.gov
Medical Risk Management and Insurance Board (MRMIB) and its programs	www.mrmib.ca.gov
Information about health reform and its impact on health plans regulated by the Department of Managed Health Care and the Department of Insurance can be found at:	
Department of Managed Health Care	www.dmhc.ca.gov
Department of Insurance	www.insurance.ca.gov

3 GRANT APPLICATION PROCESS, INSTRUCTIONS AND SCHEDULE

Enabling statutes exempt the California Health Benefit Exchange from certain provisions of the state law related to competitive bidding. While this is the case, the Exchange is committed to assuring a fair, open and rigorous competition for the awards of grants and will use a competitive process to select Grantees. Grant application process is a competitive process through which Covered California can evaluate and test, the strengths and weaknesses of the Applicants and their proposals, and make final selections based on the criterion contained in this Grant Application document. The goal of the competitive grant application process is to identify Grantees that provide the maximum levels of activities to successfully provide cost-effective plans which meet the goals, objectives and guiding principles of the Outreach and Education Grant Program. The goal of the competitive grant application process is to ensure that Covered California obtains the overall best value.

All Applicants are encouraged to offer their best method of how to provide services in order to achieve Covered California's desired outcomes and make use of their best individual business practices and knowledge of tactics to target their proposed populations. Covered California reserves the right to:

- Accept Grant Applications as submitted;
- Reject a part or all of a Grant Application; and/or
- Reject all Grant Applications.

Applicants who have demonstrated their ability and experience to effectively and successfully provide the services as described in the Outreach and Education Plan and Draft Agreement Exhibit A with a competitive price will be considered for grant funding.

Applicants applying as a lead agency for a collaborative may subcontract with other entities to provide services under this agreement. The use of any subcontractor must be fully explained in the Grant Application. As well as if a subcontractor is applying for a grant as the lead agency. Any and all subcontracts entered into by the Grantee for the purpose of meeting the requirements of the contract are the responsibility of the Grantee. Covered California will hold the Grantee responsible for assuring that subcontractors meet all of the requirements of the negotiated agreement for services.

To submit a Grant Application to provide public awareness, outreach and education activities, Applicants must:

- Comply with the instructions contained in this Grant Application document;
- Submit the Grant Application by the due date;
- Meet the organizational eligibility and minimum qualification requirements;
- Comply with and propose approaches to target population(s) who are eligible for health care coverage through the new health insurance marketplace, as set forth in this Grant Application document and in the Draft Agreement, Exhibit A, Statement of Work; and
- Agree to the Contract Terms and Conditions, which are set forth in the Draft Agreement and Exhibits.

3.1 SINGLE POINT OF CONTACT

Applicants may only contact the Single Point of Contact as noted in Table below for any matters related to this Grant Application. Comments or questions must be submitted in writing.

Table 2 - Grant Application Single Point of Contact

Physical Address	Richard Heath and Associates, Inc. 590 W. Locust Ave., Suite 103 Fresno, CA 93650
Mailing Address	Richard Heath and Associates, Inc. Julie Weigand, Senior Program Manager 590 W. Locust Ave., Suite 103 Fresno, CA 93650
Phone	(866) 622-5252 (Grants Help Desk)
Fax	(559) 447-7099
E-mail	grantinfo@ccgrantsandassistors.org

3.2 GRANT APPLICATION PROCESS

A multi-step Grant Application process will be used to select the Outreach and Education Grantees. The major steps include:

- Letter of Intent to Respond
- Grant Applicant Conference/Webinar (optional)
- Grant Application Submission (required step)
- Grant Application Evaluation and Selection Process (required step)
- Grant Award (required step)

To learn more about the **Grant Application Content Requirements**, please refer to **Section 6.5**.

3.2.1 Grant Application Schedule

The following table outlines the schedule for important Activities and Dates. Unless otherwise stated, **the deadline for all scheduled Activities is 5:00 p.m. (PST)** on the specified date. If the Exchange finds it necessary to change any of the dates prior to the Final Application submission, it will be accomplished through an addendum to this Grant Application. Addendums will be posted on the Exchange website. All dates subsequent to the Final Application submission date are approximate and may be adjusted as conditions dictate without an addendum to this Grant Application. The Grant Application Schedule is as follows:

Table 3 – Grant Application Schedule

Activity	Date
Release of Request for Applications	Tuesday, January 22, 2013
Grant Applicant Conference (in person in Sacramento)/Webinar	Wednesday, February 6, 2013
Letter of Intent to Respond Due	Thursday, February 7, 2013
Last Day to Submit Inquiries and Questions	Tuesday, February 19, 2013
Responses to Questions Posted on the Exchange's website	On Flow Basis / by Friday, February 22, 2013 (8:00 p.m. PST)
Applications Due from Applicants	Monday, March 4, 2013
Grant Application, Evaluation and Selection Process	March 5, 2013 – April 25, 2013
Notification of Intent to Award Posted on the Exchange's Website	April 26, 2013
Last Day to Submit Protest	May 6, 2013

3.2.2 Letter of Intent to Respond

Potential Applicants should submit the Letter of Intent to Respond to the Project Sponsor's **Single Point of Contact identified in Section 3.1**, by **Thursday, February 7, 2013 (5:00 p.m. PST)** as specified in **Section 3.2.1 – Grant Application Schedule**. The Letter of Intent to Respond should conform to the following guidelines:

- Provided on the organization's letterhead;
- Identify a single contact person, including their first and last name, title, email address and direct phone number;
- Signed and sent from a person who is authorized to contractually bind the organization in a potential future contract engagement;
- Indicate the organization's intent to apply to reach either consumers eligible for individual health programs offered by Covered California or small businesses eligible for SHOP;
- Indicate the number of estimated households to be reached by language per year; and
- Indicate the intent to apply on-line or by mail.
- Complete the Collateral Materials Need Form, located in Appendix D and attach.

A list of organizations that have submitted a Letter of Intent to Respond will be posted unless an organization stipulates otherwise in the letter. The Letter of Intent to Respond may be submitted via e-mail or by mail to the Single Point of Contact. Organizations should send a Letter of Intent to Respond to demonstrate their interest in submitting a Grant Application. Covered California encourages organizations to send the letter, as soon as the entity believes that they will be applying for the Grant Program to aid in Covered California's administrative planning purposes. **In addition, Applicants that submit a Letter of Intent to Respond will receive updates via email to any changes to the Request for Applications, addendums or modifications to the timeline.**

Organizations intending to order free Covered California outreach materials are also encouraged to submit the Collateral Materials Need Form with the Letter of Intent to Respond to

allow Covered California to gauge the demand for collateral materials. This form is located in Appendix D.

3.2.3 Optional Grant Applicant Conference/Webinar

A Grant Applicant Conference/Webinar will be held, and potential Applicants are strongly encouraged to attend; however, attendance is not required.

Date:	February 6, 2013
Time:	2 p.m. to 4 p.m.
Location:	Webinar

Covered California strongly encourages Grant Applicants to submit questions prior to the Conference/Webinar date on a flow basis as questions arise.

Covered California will:

- Make reasonable attempts to provide answers to written questions that were received prior to February 5. (these questions will also receive a written response as part of the question and answer list to be posted on the Exchange website); and
- Post responses to questions asked during the conference/webinar on Exchange website by February 22, 2013.

Covered California will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. Requests for such accommodations shall be made at info@hbex.ca.gov in advance of the conference/webinar.

3.2.4 Grant Application Submission

The Application must be completed in its entirety and must include required signatures. **Refer to Section 6 – Grant Application Submission** for more details on requirements of the Grant Application process. Grant Applications are due and must be received by March 4, 2013 (by 5:00 p.m. PST).

In the event an organization submits their Grant Application prior to the due date, the organization may revise their Application, **so long as the revision is received by the due date.** When submitting the revised Grant Application, the revised document will completely replace the prior submission. Organizations must re-submit their Grant Application in its entirety. Replacement pages will not be accepted.

3.2.5 Grantee Questions and Clarification

Covered California will accept written questions or concerns related to this Grant Application and/or its accompanying materials, instructions, or requirements, until the date and time specified in **Section 3.2.1– Grant Application Schedule.** Applicants are encouraged to send questions on a flow basis. The question and answer period will be ongoing until the question period ends.

Organizations may submit questions by completing the Grant Program Question Submission Form, located in Appendix F, and sending via e-mail or by mail, to the Single Point of Contact listed in Section 3.1. The last day to submit inquiries is **February 19, 2013, by 5:00 p.m. PST**. During the Grant Application process, the Single Point of Contact will coordinate responses with staff. When submitting inquiries, please reference the “Outreach and Education Grant Program Application” in the subject line.

All questions and comments regarding this Grant Application must be submitted by completing the Grant Program Question Submission Form, located in Appendix F. Applicants are responsible for confirming that their questions have been received by Covered California. Covered California will not accept or respond to inquiries outside of the question and answer timeframes outlined in the Grant Application Schedule.

During this period, Covered California will provide continual feedback. Covered California will not respond to questions received after the deadline, unless it is in the best interest of Covered California to do so. Covered California will post responses to inquiries on the Exchange’s website on a flow basis and by February 22, 2013 (8:00 p.m. PST), as set forth in **Section 3.2.1– Grant Application Schedule**.

Applicants must notify the Single Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in this Grant Application by the deadline for submitting questions and comments. If an organization fails to notify Covered California of these issues, the organization will submit an application at their own risk, and if awarded a Grant:

1. Shall have waived any claim of error or ambiguity in this Grant Application or resultant Agreement;
2. Shall not contest the Exchange’s interpretation of such provision(s); and
3. Shall not be entitled to additional compensation, relief, or time by reason of the ambiguity, error, or later correction.

If questions or concerns indicate significant problems with the requirements of this Grant Application, Covered California may, at its sole discretion, amend this Grant Application accordingly through a formal written Addendum.

3.3 DARFUR CONTRACTING ACT CERTIFICATION

All Applicants must address the requirements of the Darfur Contracting Act of 2008 for the reason described in the Public Contract Code Section 10475. Complete and sign Attachment B.3. Any scrutinized companies are ineligible to, and cannot, submit a proposal for contract with a State agency for goods or services. A scrutinized company is defined in the Public Contract Code Section 10476. However, proposals may be submitted by scrutinized companies if permission is obtained first from the Department of General Services, according to the criteria set forth in the Public Contract Code Section 10477(b).

3.4 PROTEST PROCESS

A protest may be submitted according to the procedures set forth below. If an organization has submitted an application which it believes totally to be responsive to the requirements of the solicitation process and believes the Applicant should have been selected, according to Section 7.1 – Grant Application Evaluation Overview and Criteria, and the Applicant believes Covered California has incorrectly selected another Applicant for the award, the Applicant may submit a protest of the selection as described below. Protests regarding selection of the “successful Grantee” will be heard and resolved by the California Health Benefit Exchange’s Executive Director.

All protests must be made in writing, signed by an individual who is authorized to contractually bind the proposer, and contain a statement of the reason(s) for protest, citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support their claim. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery. The final day to receive a protest is five business days after the date on the Letter of Notification of Intent to Award. Protests must be mailed or delivered to:

Physical Address	Richard Heath and Associates, Inc. 590 W. Locust Ave., Suite 103 Fresno, CA 93650
Mailing Address	Richard Heath and Associates, Inc. Julie Weigand, Senior Program Manager 590 W. Locust Ave., Suite 103 Fresno, CA 93650

4 OUTREACH AND EDUCATION GRANT FUNDING

As noted in Section 2.2 – Purpose of this Grant Application, Covered California plans to allocate up to \$43 million (from May 2013 through December 2014) in Outreach and Education Grant awards. Grant awards are contingent on federal funding and will be awarded based on **Section 7 – Evaluation Process and Criteria**.

The term of the award under this Grant Application is from May 2013 through December 2014. Applicants are instructed to make one grant funding request for the performance period of the grant program and provide an estimated budget expenditure plan by month.

The \$43 million Grant Program includes funding for the following health care programs:

- **\$40 million** to conduct outreach and education activities to individual consumers who are newly eligible for the coverage through the new health insurance marketplace (Exchange's individual subsidized and non-subsidized programs).
- **\$3 million** to conduct outreach and education activities to small businesses that are eligible to provide coverage to their employees through the new Small Business Health Options Program (SHOP).

Covered California may consider releasing two (2) Grant Application award cycles: Cycle 1 awards and Cycle 2 awards. This Outreach and Education Grant Program Application is for the Cycle 1 awards. Covered California's goal will be to award all grant funding during the Cycle 1 process.

Covered California strongly encourages all interested parties to submit their applications during the Cycle 1 process. Covered California anticipates the Notification of Intent to Award occurring on April 26, 2013. After the Cycle 1 grant award process, Covered California will conduct a thorough analysis to determine whether or not there are any gaps in conducting outreach and education activities in specific geographic areas and/or target populations.

In the event gaps are identified, Covered California will administer a Cycle 2 grant award process. The Cycle 2 process will focus on specific geographic areas and/or target populations that were not awarded during the Cycle 1 process. Should a Cycle 2 grant award occur, the anticipated date of the Grant Application release date would be May 24, 2013. The Cycle 2 Notification of Intent to Award would occur on July 15, 2013.

4.1 FUNDING POOLS

Covered California has established three funding pools for the Outreach and Education Grant Program for Applicants proposing to conduct campaigns to consumers eligible for the individual Exchange or to small businesses eligible for SHOP:

- Single County-Funding Pool
- Multi-County Funding Pool
- Targeted Populations or Statewide Funding Pool.

Funding Pool	Purpose	Target Populations	Estimated Allocation	
			Individual	SHOP
Single County Funding Pool	For Applicants proposing to conduct outreach to target market(s) located in <u>one</u> county only.	<ul style="list-style-type: none"> • One population only • Two or more populations • All uninsured individuals in one County • Small businesses in one County 	\$25 million	\$3 million
Multi-County Funding Pool	For Applicants proposing to conduct outreach to target market(s) located in <u>two or more</u> counties	<ul style="list-style-type: none"> • One population only • Two or more populations • All uninsured individuals in two or more Counties • Small businesses in two or more Counties 		
Targeted or Statewide Funding Pool	For Applicants proposing to conduct statewide efforts or campaigns to target populations <u>not</u> defined by geography.	<ul style="list-style-type: none"> • One population only • Two or more populations • Statewide campaigns to target populations • Small businesses of one or more types or statewide 	\$15 million	

The primary target markets for all funding pools are individuals or small businesses eligible for Covered California’s coverage options through the individual Exchange or SHOP. Applicants must have trusted relationships with California’s uninsured and eligible populations and communities. Please refer to the CalSIM’s model (Appendix A) of enhanced projected enrollment figures, which identify the number of eligible individuals. In addition, please refer to the survey conducted by the California HealthCare Foundation regarding the number of eligible small business that can obtain insurance for their employees through the SHOP. Please refer to **Section 2.1.1 – California’s Uninsured Population Data** for more details.

Applicants proposing to primarily reach the individual consumer or the SHOP are eligible to request funds from any of the three funding pools. As noted in **Section 2.2.2** Grantees are expected to maintain expertise in messaging for both consumers eligible for enrollment in the individual health plans through Covered California, as well as SHOP, but must indicate whether they intend to reach:

1. **Individual Consumers Eligible for Affordable Health Insurance Programs through Covered California**, including enrollment in health plans for individuals with subsidies and without subsidies.

Or

2. **Small Businesses eligible for the Small Business Health Options Program (SHOP)**

Covered California expects to allocate funding to these target markets as follows:

- Individual Consumers (County and Multi-County Funding Pools): \$25 million over the grant program period.
- Individual Consumers (Targeted Populations and Statewide Funding Pool): \$15 million over the grant program period.
- Small Businesses Eligible for SHOP (all funding pools): \$3 million

Covered California reserves the right to adjust funding allocations across three funding pools during the evaluation and selection period.

Covered California will accept only one application from each entity as a lead and one additional application with the entity as a subcontractor of a collaborative, for the purposes of targeting individual consumers. Applicants may also submit a separate application for the purposes of targeting small businesses eligible for SHOP. **Applicants must select one funding pool per application. Applicants submitting applications as both a lead and a subcontractor must select different funding pools for each application.**

4.1.1 Grant Award Size

Covered California has established a minimum grant request of \$250,000 for the grant program period beginning May 2013 through December 31, 2014 for all funding pools. **Counties with anticipated funding below the \$250,000 minimum are encouraged to partner with other counties to submit a proposal under the multi-county funding pool.** The table below depicts potential award amounts in the Individual Consumer Grant Program, and the suggested number of households to be contacted through outreach and education activities. Applicants are not required to utilize these figures to define their grant proposals, but are encouraged to refer to them when considering the cost effectiveness of their plans.

Table 4–Award Sizes and Suggested Number of Individual Contacts

Total Award Size	Suggested Number of Individual Contacts
\$250,000	33,113
\$500,000	66,225
\$750,000	99,338
\$1,000,000	132,450

The figures were determined by using the primary target population of Covered California’s marketing and outreach efforts (5.3 million California residents projected to be uninsured or eligible for tax credit subsidies in 2014: 2.6 million who qualify for subsidies and are eligible for Covered California qualified health plans; and 2.7 million who do not qualify for subsidies, but now benefit from guaranteed coverage and can enroll inside or outside of Covered California.) and Covered California’s \$40 million investment.

4.1.2 Anticipated Funding Allocation by County and Maximum Award Size for County and Multi-County Applicants

Covered California developed the following grant funding allocation for each county based on the number of consumers likely to enroll. These are only estimates and Covered California reserves the right to modify these estimates during the Grant evaluation and selection process.

The table below summarizes the anticipated funding allocation by County and maximum award size per Applicant for each County. Applicants to the County Funding Pool or the Multi-County Funding Pool should review this information carefully. **Applicants proposing to target populations within a particular county may not request more than the maximum available funds for that county.** Covered California intends to award funds to multiple entities within each County (when applicable).

Counties with an anticipated funding amount that is less than \$250,000 are not eligible to apply for the Single County Funding Pool. Applicants proposing to serve such counties should apply under the Multi-County Funding Pool and are encouraged to propose to reach multiple counties through Collaborative applications. The minimum funding request and total available funding for such proposals should amount to at least \$250,000.

Applicants are encouraged to review the below table and submit proposals that are aligned with the distribution of the target Outreach and Education uninsured population and the anticipated 2014 Qualified Health Plan (QHP) enrollment numbers by county.

Estimated Funding Pools (excluding SHOP) by County Grant Period May 2013 – December 2014			
County	QHP Uninsured Population (% of State Total)	Anticipated 2014 QHP Enrollment	Estimated Grant Funds
Alameda	2.93%	40,969	\$1,170,400
Alpine	0.00%	36	\$1,200
Amador	0.08%	1,183	\$33,600
Butte	0.72%	10,118	\$289,200
Calaveras	0.10%	1,416	\$40,400
Colusa	0.08%	1,089	\$31,200
Contra Costa	1.89%	26,493	\$756,800
Del Norte	0.06%	796	\$22,800
El Dorado	0.50%	7,029	\$200,800
Fresno	2.53%	35,466	\$1,013,200
Glenn	0.10%	1,434	\$40,800
Humboldt	0.56%	7,824	\$223,600
Imperial	0.45%	6,246	\$178,400
Inyo	0.04%	571	\$16,400
Kern	2.44%	34,151	\$975,600
Kings	0.35%	4,940	\$141,200
Lake	0.24%	3,338	\$95,200
Lassen	0.07%	975	\$28,000
Los Angeles	30.50%	426,948	\$12,198,400
Madera	0.31%	4,281	\$122,400
Marin	0.35%	4,908	\$140,400
Mariposa	0.04%	566	\$16,000
Mendocino	0.32%	4,537	\$129,600
Merced	0.70%	9,796	\$280,000
Modoc	0.02%	267	\$7,600
Mono	0.03%	434	\$12,400
Monterey	0.66%	9,188	\$262,400
Napa	0.32%	4,412	\$126,000
Nevada	0.30%	4,231	\$120,800
Orange	7.45%	104,325	\$2,980,800
Placer	0.65%	9,081	\$259,600
Plumas	0.06%	868	\$24,800
Riverside	7.41%	103,762	\$2,964,800
Sacramento	3.51%	49,144	\$1,404,000
San Benito	0.09%	1,195	\$34,000
San Bernardino	7.26%	101,609	\$2,903,200

Estimated Funding Pools (excluding SHOP) by County Grant Period May 2013 – December 2014			
County	QHP Uninsured Population (% of State Total)	Anticipated 2014 QHP Enrollment	Estimated Grant Funds
San Diego	8.04%	112,501	\$3,214,400
San Francisco	1.42%	19,913	\$568,800
San Joaquin	1.73%	24,262	\$693,200
San Luis Obispo	0.75%	10,563	\$301,600
San Mateo	1.30%	18,127	\$518,000
Santa Barbara	0.98%	13,766	\$393,200
Santa Clara	3.20%	44,809	\$1,280,400
Santa Cruz	0.55%	7,640	\$218,400
Shasta	0.46%	6,449	\$184,400
Sierra	0.01%	141	\$4,000
Siskiyou	0.09%	1,245	\$35,600
Solano	0.86%	11,994	\$342,800
Sonoma	1.16%	16,290	\$465,600
Stanislaus	1.24%	17,368	\$496,400
Sutter	0.36%	4,971	\$142,000
Tehama	0.23%	3,221	\$92,000
Trinity	0.05%	702	\$20,000
Tulare	1.30%	18,147	\$518,400
Tuolumne	0.12%	1,724	\$49,200
Ventura	2.41%	33,762	\$964,800
Yolo	0.36%	4,987	\$142,400
Yuba	0.27%	3,790	\$108,400
Total	100.00%	1,399,998	\$40,000,000

4.1.3 County Funding Pool

Covered California established a **County Funding Pool** to support outreach and education campaigns targeting communities and small businesses in specific geographic areas, based on UCLA CalSIM's enhanced projected enrollment figures and the study conducted by the California Health Care Foundation on employer based health coverage. The County funding pool ensures that all counties benefit from Outreach and Education on affordable coverage options, while also directing resources to those counties with the greatest number of Californians eligible to enroll. The purpose of the County Funding Pool is to support outreach and education efforts to target markets or communities located within a specific County.

The County Funding Pool is intended for Applicants that propose to leverage their established relationships for the purpose of conducting outreach and education to target populations located within a single county only.

Applicants applying under the County Funding Pool may propose to:

- Serve a single specific target population within one County only (based on ethnicity, language, residence within a particular neighborhood or city within the county or other shared characteristics);
- Serve two or more specific target populations within one County only; or
- Reach all uninsured communities within one County only.

Target markets or populations must share a common characteristic, such as ethnicity, language, residence within a particular neighborhood or city, employment or business sector, or other shared criteria. Covered California is particularly interested in proposals that demonstrate an established and trusted relationship with consumers or businesses likely to be eligible to enroll in affordable health insurance options offered by Covered California.

- Applicants must clearly describe the characteristics of their target markets and demonstrate established relationships with each target population they propose to serve in the Grant Application.

Applicants to the County Funding Pool must also describe the nature of their relationship with the target markets. Applicants must demonstrate knowledge of the barriers, motivators, and preferences of their target market(s) and the Applicant's capacity to deliver outreach and education in-language to those markets.

Covered California seeks to engage entities that maintain access to small, hard-to-reach populations, as well as those with broad reach in their communities and encourage applications from a range of entities. Applicants to the County Funding Pool may apply as a single entity or as a collaborative (lead agencies with sub-contractors) provided they meet other eligibility criteria.

Applicants proposing to reach communities in multiple counties, an entire region, or statewide should apply under the Multi-County or Targeted Populations/Statewide Funding Pools below. Applicants proposing to serve Counties whose total anticipated funding allocation is less than \$250,000 are ineligible to apply for the County Funding Pool and should apply under the Multi-County Funding Pool under a collaborative application.

4.1.3.1 County Funding Pool Funding Request Guidelines

Funding amounts vary by County. Applicants applying to the County Funding Pool should refer to **Section 4.1.2 for information on the anticipated funding allocation per county.**

Covered California will not consider proposals whose funding request exceeds the maximum award size for the target County. Covered California anticipates making awards to multiple Applicants within each county.

Total funding requests should conform to guidelines on the number of households or businesses Grantees are expected to reach per award size. Please see Section 4.1.1 for anticipated number of contacts suggested to be reached by award size for additional information.

Administrative overhead costs must not exceed 15% of the total funding request.

Equipment requests must not exceed 5% of the total funding request, and in no instance shall exceed \$25,000.

The minimum funding request is \$250,000.

4.1.4 Multi-County Funding Pool

Covered California established a **Multi-County Funding Pool** to make funds available to Applicants that have established and trusted relationships in specific regions of the state with target populations located within two or more counties. The purpose of the Multi-County Funding Pool is to engage entities that maintain access to consumers or businesses that are likely to be eligible for the affordable health coverage options offered through Covered California. The Multi-County fund is appropriate to those Applicants that demonstrate trusted relationships with target populations located within more than one county that they propose to leverage to deliver regional outreach and education campaigns. Covered California encourages Multi-County applications from an organization or collaborative that proposes to reach two or more rural counties in the state where the anticipated funding allocation and total request for the proposed counties is at least \$250,000.

Applicants proposing to serve target markets or populations located within two or more counties or within a specific region of the state spanning two or more counties must apply under the Multi-County Funding Pool.

Applicants applying under the Multi-County Funding Pool may propose to:

- Serve a single specific targeted population within two or more Counties (based on ethnicity, language, employment sector or other shared characteristics);
- Serve two or more specific target population within two or more Counties; or
- Reach all uninsured populations within two or more Counties

Target markets or populations must share a common characteristic, such as ethnicity, language, residence within a particular neighborhood, employment or business sector, or other shared criteria.

- Applicants proposing to serve multiple counties must clearly describe the characteristics of their target markets and demonstrate established relationships with each target population in each county they propose to serve.

Applicants to the Multi-County Funding Pool must clearly describe the nature of their relationship with the target markets or populations they are proposing to reach. Applicants must also demonstrate knowledge of the barriers, motivators, and preferences of their target market(s) and the Applicant's capacity to deliver outreach and education in-language to those markets.

Covered California seeks to engage entities that maintain access to small, hard-to-reach populations, as well as those with broad reach in their communities and encourage applications from a range of entities. Applicants to the Multi-County Funding Pool may apply as a single entity or as a collaborative (lead agencies with sub-contractors) provided they meet other eligibility criteria.

Applicants proposing to conduct statewide campaigns or reach target populations that are not defined by their residence within a particular geographic area should apply under the Targeted Populations and Statewide Funding Pool described below.

4.1.4.1 ***Multi-County Funding Pool Funding Request Guidelines***

Multi-county Funding Pool Applicants must conform to the following guidelines:

- The Grant Application must clearly demonstrate the requested funding per County the Applicant proposes to reach and the total combined program funding request for all Counties the Applicant proposes to reach.
- The funding request per County may not exceed the anticipated funding amounts outlined in Section 4.1.2 for each County the Applicant proposes to serve.
- An Applicant may propose to serve two or more Counties.
- The minimum total funding request is \$250,000. The maximum total funding request shall not exceed \$1,000,000 for Multi-County Applicants.

Covered California will not consider Multi-County Funding Pool proposals whose total combined funding request exceeds \$1,000,000. Covered California will not consider Multi-County proposals whose funding request for each County exceeds the anticipated funding allocation for each target County.

Total funding requests should conform to the guidelines on the number of households or businesses Grantees are expected to reach per award size. Please see Section 4.1.1 for anticipated number of contacts suggested to be reached by award size for additional information.

Administrative overhead costs must not exceed 15% of the total funding request.

Equipment costs must not exceed 5% of the total funding request, and in no instance shall exceed \$25,000.

4.1.5 Targeted Populations and Statewide Funding Pool

Covered California established a **Targeted Populations and Statewide Funding Pool** to reach those market segments and populations that experience significantly high rates of uninsured individuals, based on non-geographic factors. Some examples of efforts Covered California is interested in funding include: campaigns to reach cultural or linguistic communities student populations, or employment sectors (e.g., truckers, construction, restaurant workers, janitors, etc.) experiencing disproportionately high rates of un-insurance that are not defined by county or geography. Applicants under this funding pool may, but are not required to, propose statewide campaigns. However, **Applicants who propose to provide statewide activities to target populations will be highly considered.**

The Targeted Populations and Statewide Funding Pool is intended for Applicants with trusted relationships with target populations that are either defined by non-geographic factors, such as employment or language, or statewide in reach.

Applicants applying under the Targeted Populations and Statewide Funding Pool may propose to:

- Serve a single specific targeted population (based on non-geographic factors such as ethnicity, language, employment sector or other shared characteristics);
- Serve two or more specific target populations; or
- Conduct statewide campaigns to reach target populations.

Target markets or populations must share a common characteristic, such as ethnicity, language, employment, business sector, or other shared criteria.

- Applicants proposing to serve multiple target populations must clearly describe the characteristics of their target markets and demonstrate established relationships with each population.

Applicants to the Targeted Populations and Statewide Funding Pool must clearly describe the nature of their relationship with the target populations they are proposing to reach in their Grant Application. Applicants must also demonstrate knowledge of the barriers, motivators, and preferences of their target market(s) and the Applicant's capacity to deliver outreach and education in-language to those markets. **Please see Sections 5.3 and 5.4 for additional information on minimum and desirable qualifications.**

Applicants to the Targeted Populations and Statewide Priorities Funding Pool may apply as a single entity or as a collaborative (lead agencies with sub-contractors) provided they meet other eligibility criteria. **Please see Section 5.1 on Eligible Entities.**

Applicants focusing on specific populations that are defined primarily by their residence in a particular county or counties should apply under the County or Multi-County Funding Pools explained above.

4.1.5.1 *Targeted Populations and Statewide Funding Pool Funding Request Guidelines*

The minimum funding request is \$250,000. The maximum funding request for the Targeted Populations and Statewide Funding Pool is \$1,000,000. Covered California will not consider proposals whose total funding request exceeds \$1,000,000.

Total funding requests should conform to the guidelines on the number of households or businesses Grantees are expected to reach per award size. Please see Section 4.1.1 for anticipated number of contacts suggested to be reached by award size for additional information.

Administrative overhead costs must not exceed 15% of the total funding request.

Equipment costs must not exceed 5% of the total funding request and in no instance shall exceed \$25,000.

4.1.6 Foundation Partnership Opportunity Program

Covered California is establishing a **Foundation Partnership Opportunity Program**, in order to leverage outreach and education investments and to build partnerships with philanthropic foundations that share a commitment to promoting a culture of coverage in assisting millions of Californians to obtain health insurance.

Applicants interested in applying for matching funds from this program should indicate this in Attachment A.6 of the Grant Application.

Foundations have been invited to express their interest and commitment to help fund the Outreach and Education Grant Program using their own foundation funding. Foundations would identify the specific geographic areas and/or target populations in which their funding would be allocated towards and identify their priorities for funding, such as the types of organizations they wish to fund and any other preferences (e.g. such as a preference towards statewide foundation funding.)

Covered California will provide the foundations with a list and summary of the activities provided by awardees, based on the priorities identified by the foundations. The foundations will then disperse their funding to their selected grant awardee. Covered California anticipates implementing this component of the program during Cycle 2 of the Grant Program.

Grantees who receive foundation funding will be required to comply with reporting requirements specified by the foundation.

4.2 APPROPRIATE USE OF FUNDS

Grantee's award funding shall only be used to conduct the Outreach and Education activities and services contained within the Standard Agreement (Exhibit A of the Draft Agreement). Funds may be used to perform the following activities: outreach and education to uninsured, eligible consumers and small businesses.

No more than 5% of Grantee's total awarded funding may be used to acquire equipment.

Equipment expenditures shall in no instance exceed \$25,000. Equipment acquired through grant funding shall be used solely to carry out the activities and services contained within the Standard Agreement (Exhibit A of the Draft Agreement). Use of equipment shall conform to Equipment Use Policies established by the Exchange.

Administrative overhead shall not exceed 15% of Grantee's total awarded funding.

Administrative overhead shall in no instance exceed \$150,000.

4.3 INAPPROPRIATE USE OF FUNDS

Grantees shall not claim payment for any services not contained within the Standard Agreement (Exhibit A of the Draft Agreement). Funds shall not be used to enroll eligible consumers or small businesses in Covered California. Grantees shall not use grant funds to conduct mass marketing campaigns or to contract for paid media.

Grantees shall not claim reimbursement for any services claimed under any other State and federal agency or other governmental entity contract or grant, any private contract or agreement, or from the Medi-Cal program. Any acquisitions made with grant funding shall be in compliance with federal law.

The State shall recoup or withhold all or part of a Grantee's funding for failure to comply with the standards set forth in the Standard Agreement (Exhibit A of the Draft Agreement) upon which the award was based.

Outreach and Education Grant funds shall not supplant federal, state or private funds allocated to conduct the same or similar Statement of Work contained within this Agreement. Entities who receive funds from third-party sources for the purpose of conducting outreach and education relative to Covered California's subsidized health care programs are not eligible for the grant program.

5 GRANTEE QUALIFICATIONS

5.1 ELIGIBLE ENTITIES

Grant Applications will be accepted from Applicants who meet the organizational eligibility requirements and minimum qualifications.

Applicants should propose to either target consumers eligible for affordable health insurance programs through Covered California or small businesses eligible for SHOP; if an applicant wants to propose to target both they must submit two separate proposals.

For Applicants proposing to target individual consumers, Applicants may apply as a single entity or as a collaborative (lead agency with subcontractors). Covered California will accept only one application per eligible Applicant entity as a lead, and one additional application with the entity as a subcontractor as part of a collaborative, for the purposes of targeting individual consumers. Applicants may also submit a separate application for the purposes of targeting small businesses eligible for SHOP.

Entities applying as subcontractors as a part of a Collaborative are eligible to submit a separate application as a lead Applicant, but the scope of work and target population(s) must be unique on each application. Applicants submitting two applications may only submit one application per funding pool.

Covered California encourages Applications from organizations and entities with established relationships and access to the target uninsured- specifically, the newly eligible for enrollment into the health care programs available through Covered California, including subsidized and non-subsidized programs for individuals and SHOP for small businesses employing between 1-50 employees. Only organizations who conduct outreach and education activities targeting populations who are eligible for programs offered through Covered California will be considered for grant funding. Please refer to **Section 2.1.1 – California’s Uninsured Population Data**.

Covered California is seeking applications from a range of entities including:

Organization Type
Community or Consumer-focused non-profit organization; Consumer Advocacy, community-based organization, or faith-based organization
Trade, industry or professional association, labor union, employment sector, Chamber of Commerce targeting specialty populations
Commercial fishing industry organization, ranching or farming organization
Health Care Provider: such as hospital, provider, clinic or county health department
Community College, University, School, or School Districts
Native American tribe, tribal organization, or urban Native American organization
City Government Agency or Other County Agency

For-profit organizations whose missions, activities, and reach align with Covered California's goal of promoting a culture of coverage to the target populations are eligible to apply as a subcontractor as part of a collaborative, but will not be considered as a lead applicant.

State departments are not eligible to receive funds through this grant program.

5.2 CONFLICT OF INTEREST

Applicants are responsible for complying with the Conflict of Interest standards (Exhibit C, Paragraph XI, D, 1) and Contractor Limitations (Exhibit E, Paragraph VI) requirements in the Agreement. **It is the responsibility of each Applicant to consult with their Legal Advisors to determine if a conflict of interest exists.**

5.3 MINIMUM QUALIFICATIONS

- Prior experience and demonstrated success with providing in-person outreach and education activities that serve similar target populations who will be newly eligible for coverage through Covered California;
- An established presence and demonstrated trusted source for information to the target populations and communities;
- Established relationships with the target populations (individual consumers or small businesses) and a demonstrated capacity to leverage these existing relationships;
- Knowledge of the cultural, linguistic and other preferences of the target populations and communities that the Applicant proposes to reach through this Grant; prior experience and success developing and implementing outreach and education programs;
- Staffing reflects the cultural and linguistic background(s) of the target uninsured population(s) the Applicant proposes to serve through this Grant;
- Demonstrated ability to deliver cost-effective grant activities which are in line with the purpose of the Grant Program and established goals, objectives and guiding principles;
- Demonstrated management, administrative and fiscal infrastructure to implement a complex, federally funded project as planned;
- Basic knowledge of the Affordable Care Act and the new health care coverage options that will be available to Californians; and
- Knowledge and experience with measuring the impact and success of outreach and education campaigns.
- Ability to comply with all applicable federal, state codes rules and regulation.

5.4 DESIRED QUALIFICATIONS

- Direct experience in prior projects involving successful outreach, education and enrollment efforts for public and private health insurance programs;
- Direct experience in prior projects that resulted in increased awareness of a new program, a change of attitudes and behaviors, and motivated consumers to act;
- Prior experience and success developing and implementing outreach and education programs for other public or private programs for target populations;

Covered California Outreach and Education Grant Application

- Direct experience with public information and outreach campaigns tailored to California's diverse populations;
- Knowledge of and experience with conducting outreach and education activities to Californian's diverse populations, with an emphasis on reducing and removing barriers to enrollment.
- Direct experience conducting outreach and education activities to limited English proficient populations whose primary language is one of the following languages: Spanish, Arabic, Armenian, Chinese, Farsi, Hmong, Khmer (Cambodian), Korean, Lao, Russian, Tagalog and Vietnamese;
- Established relationship with businesses or consumers in employment sectors with high rates of uninsured individuals (e.g., truckers, construction, service, hospitality etc.);
- Knowledge of the barriers that prevent consumers from enrolling in or purchasing health coverage; and/or
- Interest in serving as an Assister Organization or coordinating with enrollment resources, the Service Center and insurance agents (if proposing to target small businesses).

6 GRANT APPLICATION SUBMISSION

All interested Applicants are invited to submit a Grant Application for consideration. Responses to this Grant Application require thoroughness, the ability to recognize and understand all the details necessary for performing the required work, and a detailed evaluation of the personnel requirements and costs for performing public awareness, outreach and education activities on behalf of Covered California. Submission of an Application indicates that an Applicant has read and understands this entire Grant Application, including the Grant Program's purpose, goals, objectives, guiding principles, all schedules, requirements, attachments, and addenda (if applicable).

Applications must ensure that their proposal complies with the instructions contained in this Grant Application document. Materials submitted by proposed Applicants will be kept confidential to the extent provided by law. Requests to view and/or obtain copies of Applications submitted by other organizations are exempt from disclosure under the Public Records Act. In addition, Government Code Section 100508(a)(1) exempts from disclosure under the Public Records Act all deliberative processes, communications, or portions of negotiations with entities contracting or seeking to contract with the Exchange and entities with which the Exchange is considering a contract. Included within the exemption are evaluation materials, forms and score sheets which are produced during the evaluation process.

Content that is provided beyond the stated page limits for each section will not be reviewed or scored.

Applicants must respond to each narrative question completely, and should not reference other sections of the application to supplement their responses, as each section will be scored independently.

Applicants must respond to each section (and questions contained therein) in the order in which they are asked and label each response according to the specific section and question number.

Information included as part of Attachment A will be referenced when evaluating narrative responses in applicable sections.

Applicants may submit their proposal electronically or deliver hard copies to Covered California. Applicants must elect one form of submission. Do not submit both electronic and hard copies.

The electronic application will be released January 29, 2013, and will be accessible through the Covered California website at www.hbex.ca.gov.

Applications (electronic or hard copy) must be received by **March 4, 2013 (5:00 p.m. PST)**. Late Applications will not be accepted.

In the event an organization submits their Grant Application prior to the due date, the organization may revise their Application, **so long as the revision is received by the due date**. When submitting the revised Grant Application, the revised document will completely replace the prior submission. Organizations must re-submit their Grant Application in its entirety. Replacement pages will not be accepted.

6.1 SUBMISSION METHODS

6.1.1 Electronic Submission

Covered California strongly encourages Applicants to submit their application electronically. Electronic submission reduces waste and includes safeguards to help ensure that the Application includes all materials outlined in the Grant Application Submission Structure identified in Section 6.4.2.

Applicants will need to refer to this document for direction on providing narrative elements, as outlined in Section 6.5 Grant Application Content Requirements.

Narrative responses must contain text only and may not include graphs, charts, pictures or other graphic images

The electronic Grant Application link and an electronic copy of this document will be available starting January 29, 2013 on Covered California's website at www.healthexchange.ca.gov.

6.1.2 Paper Copy Submission

Covered California will accept paper copy submissions of proposals consistent with Section 6.4. When submitting proposals, Applicants must provide eight (8) separately bound copies of their Application. Proposals must be bound with staples, paper/binder clips or rubber bands. Applications must be completely sealed in accordance with section 6.4.1.

Narrative responses must contain text only and may not include graphs, charts, pictures or other graphic images

Mailed-in applications must be sent to the **Single Point of Contact** identified in **Section 3.1**.

6.2 GUIDELINES ON MULTIPLE APPLICATION SUBMISSIONS

Applicants are encouraged to submit **one** comprehensive proposal that they are best positioned to deliver.

Applicants should propose to either target consumers eligible for affordable health insurance programs through Covered California or small businesses eligible for SHOP; if an applicant wants to propose to target both they must submit two separate proposals. One proposal should describe the outreach and education approach to reach individuals, the second proposal describing the approach for outreach and education to small business.

Applicants applying to target individual consumers are permitted to apply as a lead Applicant on one application and on a second application as a subcontractor as part of a collaborative provided certain conditions are met. Applicants applying as a lead and as a subcontractor must apply to different funding pools. Covered California will not accept multiple applications to the same funding pool from a single Applicant. Covered California will not fund directly, or indirectly, the same organization in conducting efforts that are deemed duplicative. In the event that the two applications are submitted where the same organization is named as primary applicant and subcontractor, that organization will be required at the time of submission to distinguish how the

scope of work would vary from one proposal to the other. In the event that the scope of work is duplicative, only one of the applications may be accepted.

In the event that one organization is successful as a primary on one application and a secondary partner on another, additional rigor may be required during the monitoring and reporting phase to ensure that efforts are in fact distinct and evidenced as non-duplicative.

6.3 USE OF SUBCONTRACTORS

Applicants may apply as a single entity and separately as part of a Collaborative (lead agency with identified subcontractors). If a prospective Applicant plans to subcontract any part of this effort, the Grant Application must include the information detailed in Attachment A.4. There is no provision for re-granting.

The use of any subcontractor(s) must be fully explained in the Grant Application. Any and all subcontractors employed for the purpose of this agreement must meet all of the same standards as the Grantee. It is the sole responsibility of the Grantee to ensure that such standards are met. Covered California will hold the Grantee responsible for ensuring that all subcontractors satisfy the requirements of this agreement.

The tasks, or portions thereof, that are intended to be subcontracted must be identified and defined. The subcontractor(s) responsible shall be identified by name, responsible point of contact, address and phone number. The rationale for selection of the subcontractor(s) must be stated. The exact type and amount of work to be done by each subcontractor must be identified and defined. Copies of the subcontract(s) are to be submitted within ten (10) business days of their agreement execution.

6.4 GRANT APPLICATION ORGANIZATION AND FORMAT

Covered California strongly encourages Applicants to submit their Application electronically. This section prescribes the required organization and format for the Grant Application. The Grant Application must adhere to the format described in the following subsection. Grant Applications should be prepared in such a way that provides a straightforward, concise description of the proposing Applicant's capabilities and target populations, in order to satisfy the requirements of this Grant Application.

The Grant Application shall be secured with staples, clips or rubber bands. Expensive bindings, colored displays or promotional materials are not necessary or desired. Emphasis should be concentrated on conformance to the instructions contained in this Grant Application, responsiveness to the requirements contained in this Grant Application and completeness and clarity of content.

6.4.1 Paper Copy Grant Application Formatting Requirements

Table 7 – Paper Copy Grant Application Formatting Requirements

Subject	Requirement
Paper Size (Paper Copy)	8 ½ X 11 inch paper (letter size)
Margins	1 inch margins
Font	12 point Arial font
Spacing	Proposals must be single-spaced
Page Limit	16 pages single spaced <u>excluding</u> attachments and forms
Narrative Format	Narrative responses must contain text only and may not include graphs, charts, pictures or other graphic images
Number of copies	8 bound copies
Shipment	All Grant Applications must be sealed and addressed to the Single Point of Contact.
Delivery Method	The following paper copy Grant Application delivery methods are acceptable: <ul style="list-style-type: none"> ▪ US Mail ▪ Express Delivery ▪ Hand Delivery
CD-ROM	A CD Rom containing a scanned version (in PDF format) of the entire application package, <u>in addition</u> to the 8 bound paper copies.

6.4.2 Grant Application Submission Structure

This section identifies the prescribed Applicant Submission Structure and maximum page numbers allowed by section. Covered California is interested in receiving thorough, yet concise, responses. Applicants are advised to adhere to the maximum page count per section as noted in the following table. Sections submitted that exceed the page count may be rejected. Applicants completing electronic submission will be required to conform with character counts that correspond to the established page limit.

The Applicant must submit Proposals in accordance with the outline structure reflected in the following table.

Table 8 – Grant Application Submission Structure

Section #	Title	Maximum Page Count By Section
	Table of Contents	N/A
1.0	Cover Letter	1
2.0	Qualifications and References	7
3.0	Project Personnel	2
4.0	Approach to Statement of Work	5
4.1	Target Population	N/A
4.2	Outreach and Education Plan	N/A
4.3	Approach to Monitoring, Quality Assurance and Reporting	N/A
5.0	Project Costs	1
Attachments		
A	Applicant Worksheets	
A.1	Applicant Background Information Worksheets	N/A
A.2	Applicant Funding Information Worksheets	N/A
A.3	Applicant Experience with Target Population Worksheets	N/A
A.4	Subcontractor Information Worksheet (If applicable)	N/A
A.5	Coordination with Assister Program Questionnaire	N/A
A.6	Foundation Matching Questionnaire	N/A
A.7	Budget Worksheets	N/A
A.8	Outreach and Education Method Worksheets	N/A
B	Applicant Forms	
B.1	Signed Contractor Certification Clauses (CCC-307)	N/A
B.2	Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions	N/A
B.3	Darfur-Contracting Act Form	N/A
B.4	Conflict of Interest Certification	N/A
B.5	Evidence of Eligibility	N/A

6.5 GRANT APPLICATION CONTENT REQUIREMENTS

This section describes the content Applicants must include in their proposal. The content follows the structure defined in the Grant Application Submission Structure. Applicants proposing to target small businesses shall interpret target populations to mean the sectors or businesses the applicant proposes to reach through outreach and education activities.

Narrative responses must contain text only and may not include graphs, charts, pictures or other graphic images

6.5.1 Table of Contents

The Grant Application shall contain a table of contents, which shows how the entire Grant Application is organized and presented.

6.5.2 Cover Letter (Maximum 1 page)

Include a cover letter (on company letterhead) with the following information:

- A. Title of this Grant Application;
- B. Submission date of the proposal.
- C. Applicant's company name, mailing address, telephone number and website (if applicable);
- D. Name, telephone number, fax number, e-mail address and title of the main contact person;
- E. Funding pool and requested funding amount;
- F. A brief summary of proposed project, including a description of the populations and communities targeted by the project, proposed approach and likely impact.
- G. Signature of an individual authorized to enter into contracts on behalf of the proposer.

6.5.3 Qualifications and References (Maximum 7 pages)

The following sections shall be provided in a written narrative in a succinct manner that demonstrates that the Applicant meets the minimum and desired qualifications identified in Section 5.3 and 5.4 by addressing the following criteria. For lead agencies applying as a collaborative with subcontractors, please provide a response that addresses the qualifications of each partner for each question below. Please order and number your responses as follows:

6.5.3.1 Qualifications

1. Provide an overall description of the Applicant's organization, its length of operation, mission, how the Applicant's location facilitates access to the targeted communities, and nature of relationships with the communities targeted by this project. If the Applicant is applying as a collaborative, lead agency with subcontractors, describe the nature of the collaborative, the mission, qualifications, and role of each partner in this project.

Covered California Outreach and Education Grant Application

2. Describe experience and provide examples of the Applicant's success with providing in-person outreach and education activities that serve similar target populations who will be newly eligible for coverage through the new insurance marketplace.
3. Describe and provide examples of how the Applicant has established presence/relationships to the target populations and communities. This also includes the Applicant being viewed as a trusted source for information.
4. Describe and provide examples of the Applicant's experience in successfully targeting populations to change their attitudes and beliefs in order to motivate them to act.
5. Describe and provide examples of the Applicant's experience and knowledge of the cultural, linguistic and other preferences of the target populations and communities for whom they propose to serve through this Grant Application.
6. Describe the Applicant's ability to deliver a cost-effective grant activities program in line with the established goals, objectives and guiding principles of the Outreach and Education Grant Program.
7. Describe the Applicant's knowledge of the Affordable Care Act, the expansion of Medicaid as it pertains to California, and the role of Covered California.
8. Describe the Applicant's prior success as a recipient of local, state, federally and/or privately funded grants and administrative and fiscal capacity to manage a project of this scope.
9. Describe the Applicant's experience with measuring the impact and success of outreach and education campaigns.

Complete the ***Applicant Background Information Worksheet***, Attachment A.1; and

Complete the ***Applicant Experience with Target Population Worksheet***, Attachment A.3.

If the Applicant is applying as the lead agency for a Collaborative, complete the Subcontractor Information Worksheet, Attachment A.4.

6.5.3.2 *References*

1. Following the Qualifications section above, attach two (2) letters of recommendation from organizations that have successfully collaborated in the past with the Applicant. The letter should address the nature of the collaborative relationship and the Applicant's strengths along with a statement recommending the Applicant for Covered California's Outreach and Education Grant Program. These letters must be on presented on the referring organization's letterhead and contain the name and contact information of the person signing the letter. The two reference letters are not included in the page limit for this section.

Complete the Previous Applicant Experience section of the ***Applicant Background Information Worksheet***, Attachment A.1: provide up to 3 examples of relevant experience on the Applicant's work on current or recent contracts and/or grants, if applicable. The examples should be selected for contracts/grants that are related to the outreach and education activities, which are identified in this Grant Application.

6.5.4 Project Personnel (Maximum 2 pages)

Please order and number your responses as follows:

1. Describe the Applicant's staffing plan and how it is appropriate to meet the goals and objectives of the proposed project. Include biographical statements for the project manager and senior staff members who will be responsible for oversight of the staff who will be conducting outreach and education activities. Indicate the title of each project lead and staff member, their role on this project, what languages they speak, and the percentage of effort (FTE) that will be dedicated to this project. If the Applicant is applying as collaborative, lead agency with subcontractors, describe the role of each partner in this project; each partner's percentage of effort and how the collaborative will contribute to the achievement of project goals and objectives.
2. Describe how the proposed staffing for this project reflects the cultural, linguistic, and other characteristics/preferences of the target populations that the Applicant proposes to serve.
3. Describe the Applicant's approach to recruiting staff to perform the outreach and education activities identified in the Applicant's work plan and in the Statement of Work, Exhibit A.
4. Describe any special or relevant training related to health care, the Affordable Care Act, and/or outreach and education that the Applicant's staff members have undergone and how this preparation will further the goals and objectives of the project.
5. Describe the Applicant's plan for managing and monitoring outreach and education staff, including organizational practices related to employee screening, evaluation and due diligence.

6.5.5 Approach to Statement of Work (Maximum 5 pages)

Please order and number your responses as follows:

6.5.5.1 Target Population

1. Describe the target populations that the Applicant is proposing to conduct outreach and education activities, including whether the Applicant proposes to target small businesses or individual consumers. Refer to **Section 2.2.2** for more details and examples about target populations. Specifically: describe the characteristics of the target population(s) in terms of age, ethnicity, culture, language proficiency, income, geography, proportion in need of affordable health care coverage and other defining characteristics.
2. Describe the need for outreach and education to this population, including the barriers that prevent the target populations from accessing affordable coverage. Describe the decision-makers in the target community or population and what motivators are likely to compel them to act to enroll in affordable coverage.

3. Describe the nature of the Applicant's relationship with the target population, how many households are reached annually and how the Applicant proposes to leverage these relationships for the proposed project.

6.5.5.2 Outreach and Education Plan

1. Describe the Applicant's proposed approach and strategy for conducting Outreach and Education and how this approach will increase awareness and understanding, decrease barriers, and motivate consumers to enroll in affordable coverage options.
2. Describe the Applicant's proposed outreach and education activities for this Grant Program.
3. Describe the channels and venues in which outreach and education activities will be delivered (e.g., where consumers live, work, play and shop). Describe why these channels and venues are appropriate to reach the target populations.
4. Describe the messenger for outreach and education activities and why this type of messenger is appropriate to motivate consumers to take the next step to act and enroll.
5. Describe the Applicant's plan for accomplishing the outreach and education Program goals and objectives over the grant program award period (refer to **Section 2.2.1 – Goals and Objectives of the Outreach and Education Grant Program**). In addition, describe how the Applicant's plan supports Covered California's guiding principles (refer to **Section 2.2 – Purpose of this Grant Application**). Include: key activities, number and type of outreach events and educations, and number of households or businesses reached for each phase. Describe why the Applicant's plan is appropriate to accomplishing the objectives for the Outreach, Education and Marketing Plan Phases outlined in Exhibit A Statement of Work. For more information about Phases 1 – Phase 6, refer to **Section 4 – Outreach and Education Grant Funding**.
6. Describe the Applicant's plan for coordinating with Assistors, health insurance agents (SHOP) or other enrollment resources. **Please see Section 2.3.2.4 for additional information.**

6.5.5.3 Approach to Monitoring, Quality Assurance and Reporting

1. Describe how the Applicant will monitor the performance, quality and impact of the program. Specifically, describe how the Applicant will ensure that accurate message points and information about Covered California are delivered, that high touch and personalized education and outreach activities are delivered, that Exchange provided tools are used, and that Exchange branding requirements for outreach activities are met. If the Applicant is applying as a collaborative, lead agency with subcontractors, describe how the lead agency will monitor progress towards accomplishing project goals; also describe any anticipated challenges and how the applicant proposes to overcome them.
2. Describe the Applicant's capacity and experience complying with monitoring, evaluation and reporting requirements of funders on similar projects.

3. Describe the Applicant's experience with and proposed approach to addressing instances of non-compliance with established program standards and guidelines.

6.5.6 Project Costs (Maximum 1 page)

1. Provide a budget narrative, describing the cost-effectiveness of the proposed outreach and education plan and why the costs are appropriate to accomplishing the goals and objectives.

Complete and submit the ***Budget Worksheet***, Attachment A.7.

- A. Identify the costs for the project by the following categories: personnel, benefits, travel, equipment and other expenses required to complete the activities identified in the Applicant's work plan and Exhibit A, Statement of Work.
- B. The project cost must identify the requested funding for each month of the grant program. The worksheets are divided up by each State fiscal year.
- C. The administrative overhead indirect rate shall not exceed 15%. Equipment expenditures shall not exceed 5% **and in no instance shall exceed \$25,000**. Grant funds shall not be used to enroll consumers in coverage options offered by Covered California. **Please refer to Sections 4.2 Appropriate Use of Funds and 4.3 Inappropriate Use of Funds for more information.**

6.5.7 Attachment A - Applicant Worksheets

The Applicant shall complete and submit, in the following order, all applicable Applicant Worksheets as described in this section. The Applicant Worksheets shall include:

- A.1 – Applicant Background Information Worksheets
- A.2 – Applicant Funding Information Worksheets
- A.3 – Applicant Experience with Target Population Worksheets
- A.4 – Subcontractor Information Worksheet (If applicable)
- A.5 – Coordination with Assister Program Questionnaire
- A.6 – Foundation Matching Questionnaire
- A.7 – Budget Worksheets
- A.8 – Outreach and Education Method Worksheet

6.5.8 Attachment B – Applicant Forms

The Applicant shall complete and submit all applicable Application Forms including the following:

6.5.8.1 B.1 – Contractor Certification Clauses (CCC-307)

The Contractor Certification certifies that the Applicant is in compliance with State required Contractor Certification Clauses. This must be signed by a person authorized to sign contracts, preferably the individual signing the cover letter.

6.5.8.2 B.2 – Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

A completed and signed Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions is required as a condition for receiving Federal Funding.

6.5.8.3 B.3 – Darfur-Contracting Act Form

The Darfur Contracting Act Form is required as a condition to submit a proposal. This form must be signed by a person authorized to sign contracts, preferably the individual signing the cover letter.

6.5.8.4 B.4 – Conflict of Interest Certification

A completed and signed Conflict of Interest Certification is required as a condition to submit a proposal.

7 EVALUATION PROCESS AND CRITERIA

7.1 GRANT APPLICATION EVALUATION OVERVIEW AND CRITERIA

Covered California will select Grantees based on an assessment of the best overall value to implement outreach and education activities to the target populations. Covered California is not required to select the lowest priced application submitted.

Covered California will thoroughly review responses to this application. During the evaluation process, Covered California will consider the following:

- Covered California will award grants to a variety of organizations, in which the funding allocation collectively reflects and represents the mix and diversity of those eligible for coverage in California.
- Applications will be evaluated based on approaches that align with the Grant Program's purpose, goals, objectives and guiding principles.
- Approaches that complement other strategies identified in the "Statewide Marketing, Outreach and Education Program" and Assisters Program will be highly considered.
- Outreach and Education Grant Program activities must be distinctive activities which leverage and align with the Statewide Marketing and Assister Program strategies.
- Only organizations who conduct public awareness, outreach and education activities to populations who are newly eligible for coverage available through Covered California's programs will be considered for grant funding.
- Statewide strategies will be highly considered.

The evaluation process will use a 100 point rating using the following factors:

- A. (20 Points) Desired Qualifications and References (Section 6.5.3)
- B. (40 points) Statement of Work: Approaches to Performing Outreach and Education Activities Covered California **will only consider plans that are effective, measurable and evidence-based.** When presenting plans, the Applicant must:
 - provide details and demonstrate the Applicant's prior success in effectively reaching the target populations (section 6.5.5.1).
 - describe the plan's strategies and tactics (section 6.5.5.2);
 - approach to Working with Assister Organizations, if applicable (section 6.5.5.2); and
 - approach to Working with insurance agents (for small businesses), if applicable (section 6.5.5.2);
- C. (10 points) Approach to Monitoring, Quality Assurance, Reporting (Section 6.5.5.3); and
- D. (30 points) Proposed Personnel and Project Costs (Section 6.5.4 and 6.5.6)
 - Approach to Recruitment and Training of Grantee Staff.

7.2 GRANT APPLICATION EVALUATION TEAM

Covered California will establish a formal Evaluation Team to assist in completing all steps of the evaluation process and in making a final recommendation for selection to Covered California. The Evaluation Team will be responsible for reviewing and evaluating the Application and preparing the final report that recommends funding allocation for Grantees. To bring the appropriate expertise to the selection process, the Evaluation Team will be comprised of management, program, procurement, and technical staff designated by Covered California. Covered California reserves the right to designate other appropriate experts to assist in the process or to alter the composition of the Evaluation Team, as deemed necessary.

7.3 GRANT APPLICATION EVALUATION PROCESS

The following subsections describe the key steps of the proposal evaluation process:

- Stage 1 - Mandatory Requirements Review
- Stage 2 – Priority Level Review
- Stage 3 – Target Population Review
- Stage 4 – Detailed Approach Review
- Stage 5 – Project Cost Review

7.4 GRANTEE SELECTION AND NOTIFICATION

Awards shall be based on a thorough review of all Grant Applications, based on the evaluation criterion identified in Section 7. Notification of Intent to Award for Cycle 1 will occur on April 26, 2013 (by 8:00 p.m.). The Notification of Intent to Award will be posted on the California Health Benefit Exchange's website at www.healthexchange.ca.gov.

DRAFT

Agreement Cover Sheet
Individual

January 25, 2013

**EXHIBIT A
(Standard Agreement)**

STATEMENT OF WORK: OUTREACH AND EDUCATION GRANT PROGRAM

The Contractor Agrees to:

1. Develop and implement a plan to reach uninsured consumers that will enable these goals:
 - a. Increase awareness of affordable coverage options available through the California Health Benefits Exchange (“Exchange”);
 - b. Eliminates perceived barriers to coverage; and
 - c. Motivate Californians to enroll.
2. Develop and implement an Outreach and Education plan to provide in-language services to target populations in a culturally responsive manner.
3. Deliver in-person education and outreach services, utilizing methods that are known to increase awareness and promote the value of purchasing health insurance among individual consumers.
4. Participate in and support marketing efforts that will promote the Exchange within their region and target communities and refer consumers to enrollment and consumer assistance resources.
5. Ensure the delivery of a high quality program in accordance with standards established by the Exchange.
6. Ensure that staff members are adequately trained in program standards and methods.
7. Ensure that the program achieves expected outcomes.
8. Comply with program monitoring, quality assurance and program evaluation requirements.

I. Outreach and Education Grant Program Definitions

- A. **Exchange:** All references to the Exchange refer to the California Health Benefit Exchange. The Exchange may operate portions of the program, including but not limited to the insurance marketplace, as the Exchange or as Covered California in its sole discretion.
- B. **Outreach:** 30% of grant activities will be allocated towards the delivery of brief Outreach messages designed to raise awareness of the opportunities for affordable health insurance offered by Covered California and promoting the value of having coverage. This percentage may be modified with agreement from the Exchange. Outreach activities will last between 1-5 minutes on average.
- C. **Education:** 70% of grant activities will be allocated towards the delivery of in-depth Education messages designed to provide eligible consumers with program information, eliminate barriers, link them to enrollment and assistance resources, and

EXHIBIT A (Standard Agreement)

motivate them to enroll in coverage. This percentage may be modified with agreement from the Exchange. Educations will last approximately 10-15 minutes.

Appropriate Use of Funds: Grantee's award funding shall only be used to conduct the Outreach and Education activities and services contained within this Agreement. Funds generally may be used to perform the following activities: outreach and education to uninsured, eligible consumers and small businesses. No more than 5% of Contractor's total awarded funding may be used to acquire equipment and in no case shall Contractor's equipment expenditure exceed \$25,000. Administrative overhead shall not exceed 15% of Contractor's total awarded funding.

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

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

II. Outreach and Education Grant Program Introduction

A. The Contractor understands and acknowledges that the purpose of the Outreach and Education grant program is to increase awareness and understanding of health coverage options, promote the value of purchasing health coverage, change attitudes, motivate Californians to take the next step to enroll and remove barriers to enrollment. The Contractor understands and acknowledges the following program priorities:

1. Promote public awareness and inform consumers about their options to obtain affordable health coverage through the Exchange.
2. Provide consumers with information and tools where individuals can enroll on their own.
3. Complement the broader marketing strategy where specific geographic areas may not be reached (e.g. areas not reached by paid media).
4. Complement and recruit for the Assisters Program.

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5. Educate the public about the value of purchasing health coverage.
 6. Educate the public about health coverage costs and options (i.e., co-insurance, co-pays, and benefit design).
 7. Remove barriers to enrollment that keep eligible consumers and small businesses from applying.
 8. Drive individual consumers to Assistors Program resources that are available to them.
- B. When performing services under this Agreement, the Contractor shall ensure outreach and education activities are consistent with the following objectives:
1. Access populations with a variety of health statuses who are eligible for subsidized or unsubsidized Qualified Health Plans through the Exchange.
 2. Deliver culturally and linguistically competent outreach and education messages that respond to the preferences, motivations and challenges of the target market.
 3. Employ outreach and education techniques likely to increase awareness of the opportunity to enroll in affordable health insurance in 2014.
 4. Disseminate clear, accurate and consistent messages to target audiences that eliminate barriers, increase interest and motivate people to enroll in coverage.
 5. Generate leads for Assistors and the Exchange Service Center who will perform application assistance. A lead is defined as collecting the individual's name, preferred method of contact (i.e., e-mail, mail, or phone) and respective contact information, and language preference.
- C. When performing services under this Agreement, the Contractor acknowledges the following Guiding Principles established for the Grant Program:
1. Target resources based on the greatest opportunity where the highest number of uninsured and subsidy eligible individuals can be reached (e.g. targeting where uninsured and subsidy eligible individuals live, work, play and shop).
 2. Ensure that all regions and markets in the state, including the hard-to-move (e.g. rural and limited-English proficient populations) are reached through the program.

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3. Complement the Assisters Program and the broader marketing strategy, including the Exchange's Qualified Health Plan marketing efforts.

III. Outreach and Education Campaign Plan and Detailed Work Plan Schedule

A. Outreach and Education Campaign Plan

1. Consistent with Contractor's grant application forming the basis for this contract, within the first thirty (30) calendar days of this Agreement, the Contractor shall develop and implement an Outreach and Education Campaign Plan for reaching the uninsured target population the Contractor proposes to serve.
2. The Contractor shall develop an Outreach and Education Campaign Plan that shall include, but not be limited to the following information:
 - i. The defining characteristics of each target population, such as the socio-economic, cultural, linguistic, geographic and/or the or employment sector characteristics;
 - ii. The nature of the Contractor's relationship with the target population(s), the need for outreach to this market, the barriers and motivators that impact the target markets, and the Contractor's approach to addressing them;
 - iii. The number of uninsured households or small businesses the Contractor proposes to reach, including the number served through existing relationships and the plan for leveraging these channels for this project;
 - iv. The approach, channels or venues, tactics, and messengers the Contractor plans to utilize to conduct outreach and education activities and how the approach will achieve the goals of this project; and
 - v. The number of households or small businesses to be reached monthly ; the percentage and number to be reached through brief outreach messages, which shall represent 30% of effort; and, the corresponding number and percentage to be reached through in-depth education messages which shall represent 70%; these percentages can be adjusted upon agreement with the Exchange.
3. The Contractor shall update the Outreach and Education Campaign Plan at the Exchange's request to improve program impact and quality at any point during the Contract period.
 - i. The Contractor shall ensure that requested changes to the Plan are implemented as planned.

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- ii. The Contractor shall submit in writing to the Exchange and/or its sub-contractors any requests to make substantive changes to the Plan during the contract period.
- iii. The Contractor shall inform the Exchange and its subcontractors of any unexpected changes to the Plan within 30 days of the date Contractor first becomes aware of the need for the change.

B. Outreach and Education Campaign Detailed Work Plan Schedule

- 1. As part of Contractor's Outreach and Education Campaign Plan, the Contractor shall develop and maintain a comprehensive, Outreach and Education Campaign Detailed Work Plan Schedule. The Work Plan schedule shall include, but not be limited to the following:
 - i. Project tasks and activities needed to perform services under this Agreement on a monthly basis starting May 2013 and continuing through December 2014;
 - ii. Start date of the project task/activity;
 - iii. End date of the project task/activity;
 - iv. Project milestones;
 - v. Type of resource needed to accomplish each task/activity.
- 2. The Contractor shall update the Outreach and Education Campaign Detailed Work Plan Schedule each month with the submission of the required report, the Work Plan must be submitted noting the percentage of task completed.
- 3. As set forth in the Work Plan, the Contractor shall initiate regular and on-going updates and revisions to the Work Plan and perform such modifications as requested by the Exchange. These on-going updates/revisions shall occur throughout the term of this Agreement and/or as required by the Exchange and in an electronic manner directed by the Exchange.

- C. The Contractor acknowledges and understands that failure to deliver services as contained within the Plan that forms the basis for this Agreement may result in a reduction in the contract amount or a termination of this Agreement at the Exchange's sole discretion

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IV. Recruitment and Training

A. Staff Recruitment

1. The Contractor shall recruit and/or retain outreach workers that reflect the cultural, linguistic and consumer preferences of the markets or populations that are the focus of the Outreach and Education Plan under this Agreement.
 - i. The Contractor shall provide services in the preferred language of the target populations (in-language) as outlined in the Outreach and Education Plan.
 - ii. The Contractor shall inform the Exchange of any changes in the Contractor's capacity to deliver in-language services.
 - iii. The Contractor shall provide services in-person.

B. Staff Training

1. The Contractor shall ensure that staff members responsible for conducting outreach and education contained within this Agreement receive mandatory outreach and education grantee training provided by the Exchange or its designated administrator before performing outreach and education activities.
2. The Contractor shall ensure that staff members responsible for performing the services contained within this Agreement are knowledgeable of effective education and outreach techniques, the Affordable Care Act, affordable coverage options offered through the Exchange, other content areas identified by the Exchange, and Exchange established program standards, policies and procedures.
3. The Contractor shall ensure staff members responsible for performing the services contained within this Agreement are current on the training and information provided by the Exchange including but not limited to:
 - i. Updates and special topic trainings, webinars, forums and meetings provided throughout the grant contract period.
 - ii. Quarterly Grantee Regional Meetings and Trainings;
 - iii. Annual Grantee training, convening's or meetings;
 - iv. Exchange mandated trainings or meetings; and
 - v. Receipt of information provided in communications by the Exchange, including emails, newsletters, webinars and forums.

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V. Outreach and Education Activities

A. Outreach and Education Activities

1. The Contractor shall conduct qualified outreach and education activities to consumers as defined by the Exchange, that include the delivery of brief outreach messages designed to raise awareness of the opportunities for affordable health insurance offered by Covered California and promoting the value of having coverage, and the delivery of in-depth education messages designed to provide eligible consumers with in-depth program information, promote the value of purchasing coverage, and provide linkages to enrollment resources.
 - i. The Contractor shall select as their primary focus: individual consumers eligible for coverage through Covered California's subsidized or unsubsidized programs.
 - ii. The Contractor shall not conduct enrollment activities under this Agreement.
 - iii. The Contractor shall conduct outreach and education activities at venues and locations that are aligned with the goals and objectives of the Grant Program.
 - a) Specifically, the Contractor shall deliver services in locations where consumers will be receptive to receiving brief or in-depth information.
 - b) Services shall not be delivered in locations which would reflect negatively upon the Exchange or the State of California or in locations where illicit or illegal activities occur.
2. The Contractor shall conduct public awareness, education and outreach activities that are personalized, culturally responsive, and delivered in-language and in-person. The Contractor shall deliver the following services:
 - i. Provide information about the Exchange, including informing consumers of available no-cost, subsidized and non-subsidized programs, providing information on enrollment mechanisms (i.e. online and in-person) and answering questions;
 - ii. Inform individuals consumers of the potential benefits to enrolling in the Exchange's coverage options, including tax credits and cost sharing subsidies;
 - iii. Provide basic information and direct consumers to tools and resources to assist in comparing cost, benefits and coverage options, including on-line system.

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- iv. Educate consumers about open enrollment in subsequent years;
 - v. Collect leads from interested consumers that may be eligible for coverage through Covered California and provide this information to the Exchange.
 - vi. Refer consumers to in-person assistance resources, including Assister organizations or health insurance agents; the Contractor shall refer consumers to Consumer Assistance organizations, Ombudsman or other resources should they have a complaint, grievance or concern;
 - vii. Change attitudes and behaviors that have prevented consumers from enrolling in coverage;
 - viii. Collaborate and coordinate with other grantees, as well as establishing and participating in public and private partnerships in the target community.
3. Grantees will be required to utilize messaging and collateral materials (provided free and in 13 languages) approved by Covered California when acting on behalf of the program. To the extent a grantee develops their own material in so far as it references Covered California and is distributed with Covered California resources, it will be subject to review and approval.

B. Event Representation

1. The Contractor shall act on behalf of Covered California at Covered California-sponsored events, conferences, community events, public presentations and approved media events/interviews. The Contractor shall represent Covered California in a professional manner in accordance with program standards when conducting the services contained within this Agreement.
 - i. The Contractor shall utilize messaging and collateral materials approved by the Exchange when acting pursuant to this Agreement.
 - ii. In the event the Contractor makes formal presentations and represents the Exchange at events or conferences, the Contractor shall ensure that standard messages that have been approved by the Exchange are conveyed.
 - iii. The Contractor shall refrain from making political comments in any presentation when conducting the services contained within this agreement.
 - iv. The Contractor shall not use grant funds to purchase media or conduct paid marketing campaigns.
 - v. The Contractor shall participate in, coordinate with and support Exchange-sponsored regional and local marketing efforts to promote the value of purchasing coverage among eligible consumers.

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- vi. The Contractor shall attend additional community events at the request of the Exchange.

VI. Monitoring and Quality Assurance

A. Monitoring and Quality Assurance Plan

1. As a representative of the Exchange, the Contractor shall promote the Exchange as a trusted resource for affordable health care coverage by establishing an internal system for monitoring program quality and compliance and adhering to the Exchange's monitoring and evaluation requirements.
 - i. The Contractor shall cooperate with all mandated monitoring and evaluation activities, including, but not limited to cooperating with monthly site visits by grant monitors and providing requested information to the Exchange, or its official designee, in a timely manner. Grantees shall attend quarterly Grantee meetings in their region and annual convening's organized by the Exchange.
 - ii. The Contractor shall submit performance-monitoring reports to the Exchange, or its official designee, documenting their progress towards meeting agreed upon deliverables and established program outcomes according to agreed upon timelines.
 - iii. The Contractor shall evaluate the performance of staff members responsible for delivering the services contained within this Agreement, including verifying that outreach and education activities are delivered as planned, evaluating the accuracy of outreach and education messages and information and assessing overall compliance with program standards and guidelines.
 - iv. The Contractor shall ensure that staff members maintain general knowledge about Covered California's opportunities for individuals and provide information to each during the course of conducting outreach and education activities contained within this Agreement.
 - v. The Contractor shall immediately report instances of non-compliance and specify their plans for corrective action to the Exchange.
 - vi. The Contractor shall conduct due diligence when monitoring, attitude conduct, and professionalism of employees who perform outreach and education activities included in this Agreement.

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- vii. The Contractor immediately shall report concerns related to conflicts of interest, fraud, or violations of program standards to the Exchange.
 - viii. The Contractor shall remove any employee from assignment to the services contained within this Agreement should the Exchange deem them no longer eligible to represent the program.
- 2. The Contractor shall maintain compliance with established program standards, the Affordable Care Act and applicable California laws and statutes.
 - 3. In the event the Contractor fails to perform the scope of work or meet pre-established goals and deliverables, the Exchange may terminate. Per the Exchange's sole discretion, the Contractor may be provided re-training and asked to correct the deficiency within 30 days or risk grant termination. The Contractor acknowledges and understands that failure to deliver the agreed upon monthly targets for number of households reached with outreach and education messaging may result in a modification to the Contractor's scope of work.

B. Exchange Evaluation Activities

- 1. The Contractor shall participate in and cooperate with all Exchange evaluation activities and requests for information to build knowledge of effective approaches to reaching uninsured populations in California.

VII. Reporting

A. Records Management

- 1. The Contractor shall maintain accurate and comprehensive records of grant-funded activities and expenditures, submit required reports and records, and cooperate with all Exchange mandated reporting requirements. The Contractor shall submit required reports on a monthly, quarterly and annual basis. The Contractor shall submit additional ad hoc reports upon request of the Exchange and its subcontractors.
- 2. The Contractor shall, at a minimum, record and report on the following process and outcome measures:
 - a) Outreach and Education Activities
 - i. Number of outreach and education sessions held (one-on-one, small group or events);
 - ii. Number of households or small businesses reached through education messages;

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- iii. Number of households or businesses reached through outreach messages;
- iv. Format for outreach and education sessions (one-on-one, small group, or events);
- v. Location of outreach and education sessions;
- vi. Ethnicity of populations reached;
- vii. Language of outreach and education sessions; and
- viii. Number and type of collateral materials distributed.

b) Other Events and Partnerships

- i. Number of ethnic or local media events;
- ii. Number of attendees at ethnic or local media events;
- iii. Number of events attended at the request of Project Sponsors;
- iv. Number of attendees at events attended at the request of Project Sponsors;
- v. Number of partnerships developed; and
- vi. Description of partnerships and key activities.

c) Coordination with Enrollment Resources and Assisters

- i. Detail referral information and number of referrals to Assisters, Agents, or other enrollment resources;
- ii. Detail referral information and number of internal referrals to Assisters (if applicable); and
- iii. Detail referral information and number of consumer leads provided to the Exchange.

d) Progress towards Meeting Goals

- i. Progress towards meeting agreed upon Outreach and Education Plan deliverables;
- ii. Description of barriers, challenges and success;
- iii. Description of changes to the Outreach and Education plan;
- iv. Identification of support, information or additional training needs; and
- v. Any additional data or information requested by the Exchange.

- e) The Contractor shall utilize data management systems as required by the Exchange and record activities according to established reporting timelines and protocols.

B. Monthly Reports

- 1. Grantees will be required to report fiscal, outreach and education activities on a monthly basis in the information management system. At a minimum, Grantees

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will be required to report on scheduled events, outreach and education activities, and demographic profile on consumers reached.

C. Quarterly Reports

1. Grantees will be required to submit quarterly fiscal and performance reports documenting progress toward meeting program deliverables and outcomes, challenges and successes and any changes to an approved Outreach and Education Plan.

D. Annual Reports

1. Grantees will be required to submit an annual report to Covered California, outlining their progress and impact during the funding period, documenting successes and challenges, and describing the proposed Outreach and Education Plan for the subsequent year.

E. Annual Reports

1. Grantees will be required to submit a final fiscal and narrative closeout report.

VIII. Materials Management

- A. The Exchange shall provide the Contractor with collateral materials, in limited quantities, free of charge. The Contractor shall order and track collateral materials from the Exchange or its designated administrator.
1. The Contractor shall utilize approved materials and non-consumables with the Exchange's Covered California branding (i.e. tablecloths, banners and signs) when conducting outreach and education activities during the contract period.
 2. The Contractor shall maintain adequate supply levels of collateral materials at all times. The Contractor shall maintain compliance with established policies regarding the ordering and use of collateral materials.
 3. At the end of the contract period, the Contractor shall return all non-consumables to the Exchange.

IX. Equipment

- A. The Contractor may procure equipment needed to carry out the outreach and education activities funded under this Agreement.

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1. Annual equipment expenditures shall not exceed 5% of Contractor's annual award. In no instances shall total equipment expenditures exceed \$25,000 per year.
2. The Contractor shall ensure that equipment procured with Outreach and Education Grant Program is done in compliance with federal and state laws.

FINAL POLICY AND PROCEDURES PENDING.

X. Contract Deliverables:

- A. The Contractor understands and acknowledges that all deliverables provided under this Agreement must comply with state and federal requirements. The Contractor understands and acknowledges that grant funds shall not be used to enroll consumers in Exchange products or programs.
- B. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by the Exchange before final payment is made to the Contractor for services provided under this Agreement.
- C. The Contractor understands and acknowledges that this Agreement is a pay for performance contract. The Contractor shall only be paid for those deliverables that are completed on time and in a manner consistent with Contractor's approved Outreach and Education Plan. Partial achievement of deliverables shall result in a reduction or reallocation of budgeted amount.
- D. In the event the Exchange requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by the Exchange, the Contractor shall be required to make the additional revisions until the revised deliverable is accepted and approved by the Exchange.
- E. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B.

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Outreach and Education Phase	Start	End	Purpose	Deliverables
Consumer Outreach and Education	May 1, 2013	June 30, 2013	Raise awareness about the new consumer-friendly health insurance marketplace.	Final Outreach and Education Plan, including detailed work plan; Number of staff trained TBD: Number of outreach and education contacts conducted; leads generated; outreach events conducted; households or businesses reached
Get Ready, Get Set	July 1, 2013	September 30, 2013	Inform eligible Californians or small businesses that opportunities for coverage are "coming" in 2014.	
Enroll!	October 1, 2013	March 31, 2014	Guide consumers or small businesses to their enrollment options and to shop and compare qualified health plans. Deliver the message that the time to enroll has come and it is easy to apply.	
Reinforcement and Special Enrollment	April 1, 2014	July 31, 2014	Promote enrollment of those who did not enroll during year one during the Open Enrollment period. Promote the Special Enrollment period when consumers experience a change of circumstances (e.g., marriage, birth, adoption, loss in health care coverage).	
Get Ready, Get Set	July 1, 2014	September 30, 2014	Inform eligible Californians or small businesses of the opportunities to enroll in coverage during the upcoming Open Enrollment Period.	
Enroll!	October 1, 2013	December 31, 2014	Guide consumers or small businesses to their enrollment options and to shop and compare qualified health plans. Deliver the message that the time to enroll has come and it is easy to apply.	

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BUDGET DETAIL AND PAYMENT PROVISIONS

I. Invoicing and Payment:

1. The maximum amount payable under this agreement shall not exceed (Enter Contract Total). Shown below are the amounts that cannot be exceeded for each state fiscal year.

(20xx/20xx: \$ xx,xxx)

(20xx/20xx: \$ xx,xxx)

(20xx/20xx: \$ xx,xxx)

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the California Health Benefit Exchange agrees to pay the Contractor based on a monthly schedule for performance for successfully documented services.

The Contractor shall submit an invoice supported by brief progress report which summarizes both completed tasks and work in progress toward all contract deliverables.

3. Invoices shall include the Agreement Number and CFDA Code 93.525 and shall be submitted in triplicate not more frequently than monthly in arrears to:

To Be Determined

Invoices shall:

- a. Be prepared on agency/company letterhead. If invoices are not on agency/company letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- b. Bear the Contractor's name as shown on the Agreement.
- c. Identify the billing and/or performance period covered by the invoice in a format provided by the Exchange or its designee.
- d. Itemize the costs for the billing period in the same or greater level of detail as indicated in this Agreement. Only those costs and/or cost categories expressly identified as allowable in this agreement may be reimbursed.
- e. Any invoices submitted without the above-referenced information may be returned to the Contractor for further re-processing.

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II. Budget Contingency Clause:

- A. It is mutually agreed that if the Exchange Board for the current year and/or any subsequent years covered under this Agreement does not approve sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, California Health Benefit Exchange shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Board for purposes of this program, the California Health Benefit Exchange shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

III. For Contract with Federal Funds:

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

IV. 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.

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Review:

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

V. Final Billing:

Invoices for services must be received by the California Health Benefit Exchange within 30 days following each state fiscal year, or 30 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

VI. Non-resident Tax Withholdings:

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

**EXHIBIT C
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GENERAL TERMS AND CONDITIONS

I. Approval:

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

II. Amendment:

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

III. Assignment:

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

IV. Audit:

Contractor agrees that the awarding department ("the State") and the California State Auditor's office, or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include the same right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

V. Indemnification:

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

- A. Arise out of, are due to, or are alleged to arise out of or be due to, a breach by the Contractor of any of its representations, warranties, covenants or other obligations contained in this Agreement, or

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- B. Are caused by or result from or are alleged to arise out of or result from, the Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or
- C. Accrue or result, or are alleged to accrue or result, to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement, or
- D. Arise out of, are due to, or are alleged to arise out of or be due to, any claim or allegation of infringement, misappropriation or violation of any patent, copyright, trademark, trade secret, domain name or other intellectual property right comprising or involving any of the Subject Inventions, Prior Inventions or other Inventions provided in any way by Contractor and used, reproduced or otherwise exploited by the State in connection with any of the Agreement Programs or any Turnover thereof; or
- E. Arise out of, are due to or are alleged to arise out of or be due to, any violation of HIPAA, the HIPAA Regulations, HITECH Act, other security or privacy laws, or any other laws, by Contractor or any subcontractor or agent under Contractor's control.

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

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

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

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VI. Disputes:

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

VII. Termination For Cause:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise agreed to by the State in writing. Such right of termination shall be without prejudice to any other remedies available to the State. Upon receipt of any notice terminating this Agreement, the Contractor shall immediately discontinue all activities affected, unless the notice directs otherwise, and the State may proceed with the work in any manner deemed proper by the State. In such event, the State shall pay the Contractor only the reasonable value of the services rendered, and all costs to the State shall be deducted from any sum due the Contractor. The State may, at its sole discretion, offer an opportunity to cure any breach prior to terminating for default.

VIII. Independent Contractor:

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

IX. Recycling Certification:

The Contractor 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. Contractor may certify that the product contains zero recycled content.

X. Non-Discrimination Clause:

During the performance of this Agreement, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass, 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

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

XI. Contractor Certification Clauses:

A. Statement Of Compliance:

Contractor has, unless exempted, complied with the nondiscrimination program requirements (GC 12990 (a-f) and CCR, Title 2, Section 8103) (not applicable to public entities).

B. Drug-Free Workplace Requirements:

Contractor 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:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) Any available counseling, rehabilitation and employee assistance programs; and
 - d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:

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- a) Receive a copy of the company's drug-free workplace policy statement; and
- b) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the State determines that any of the following has occurred: (1) The Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

C. National Labor Relations Board Certification:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2)-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (PCC 10296) (not applicable to public entities).

D. Doing Business With The State Of California:

1. Conflict Of Interest:

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

- 1) Current State Employees (PCC 10410):
 - 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

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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 Contractor violates any provisions of the above paragraphs, such action by Contractor 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)).
2. Labor Code/Workers' Compensation:

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

3. Americans With Disabilities Act:

Contractor 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.).

4. Contractor Name Change:

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

5. Corporate Qualifications To Do Business In California:

- a) Contractor acknowledges that, when agreements are to be performed in the state by corporations, the State will verify that the contractor is

**EXHIBIT C
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currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. Resolution:

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

7. Air Or Water Pollution Violation:

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

- a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- b) 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
- c) Finally determined to be in violation or provisions of federal law relating to air or water pollution.

8. Payee Data Record Form Std 204:

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

XII. Timeliness:

Time is of the essence in this Agreement.

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(Standard Agreement)**

XIII. Compensation:

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

XIV. Governing Law:

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

XV. Anti-trust Claims:

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

- A. The Government Code Chapter on Anti-trust claims contains the following definitions:
 - 1. "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.
 - 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. 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.
- C. 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

**EXHIBIT C
(Standard Agreement)**

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.

- D. 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.

XVI. Child Support Compliance Act:

In accordance with the Child Support Compliance Act,

- A. The Contractor acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

XVII. 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.

XVIII. Union Organizing:

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

- A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- B. No state funds received under this agreement will be used to assist, promote or deter union organizing.

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- C. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.
- E. Contractor will be liable to the State for the amount of any funds expended in violation of the requirements of Government.

XIX. 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.

XX. 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.

**EXHIBIT C
(Standard Agreement)**

XXI. Minimum Pro-Bono Certification

For all contracts over \$50,000 that provide legal services, the Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the less of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

XXII. Priority Hiring Considerations for Recipients Of Aid

If this Contract includes services in excess of \$200,000, the Contractor 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.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

I. Dispute Provisions:

- A. 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:
1. The decision or issue under dispute;
 2. The reason(s) Contractor believes the decision or position taken by the Exchange is in error (if applicable, reference pertinent contract provisions);
 3. Identification of all documents and substance of all oral communication which support Contractor's position; and
 4. The dollar amount in dispute, if applicable.
- B. The Exchange Project Representative, within 15 calendar days after receipt of the dispute notice, shall issue a written decision regarding the dispute. The written decision shall include the following information:
1. A description of the dispute;
 2. A reference to pertinent contract provisions, if applicable;
 3. A statement of the factual areas of agreement or disagreement; and
 4. A statement of the representative's decision with supporting rationale
- C. If the 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 days after receiving Contractor's written appeal. If the Executive Director fails to render a final decision within 30 days after receipt of Contractor's written appeal, it shall be deemed a final decision adverse to the Contractor's contentions. The Executive Director's 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 days following the date of the final decision.
- D. 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 Contract, 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 Contract.

**EXHIBIT D
(Standard Agreement)**

II. Termination Without Cause:

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

III. 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 sub-contractors are not listed on the Excluded Parties Listing System (<http://www.sam.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

IV. Certification Regarding Lobbying:

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

- A. 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:
1. 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.
 2. 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.
 3. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal

**EXHIBIT D
(Standard Agreement)**

funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

- B. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

V. 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 contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

VI. 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.

VII. Executive Compensation Reporting

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

VIII. 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

EXHIBIT D (Standard Agreement)

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.

IX. 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:

1. General liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined; and
2. Automobile liability, including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement. The certificate of insurance will include provisions a, b, and c, in their entirety:
 - a. That the insurer will not cancel the insured's coverage without 30 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 contract are concerned.
 - c. That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the general and automobile liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days' prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, 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 contract upon occurrence of such event.

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

EXHIBIT D
(Standard Agreement)

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.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

I. Intellectual Property Rights:

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

II. Confidentiality:

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

All financial, statistical, personal, technical, and other data and information related to the California Health Benefit Exchange's operations that are not publicly available and that become available to Contractor shall be protected during or after its relationship with the California Health Benefit Exchange by Contractor from unauthorized use and disclosure. Contractor agrees that Contractor shall not use any Confidential Information for any purpose other than carrying out the provisions of the Agreement.

Confidential Information includes, but is not limited to, all proprietary information of the California Health Benefit Exchange including without limitation: the Deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including the State's software; support materials; information regarding the State's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning the State's finances, contracts, services, or personnel.

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

EXHIBIT E (Standard Agreement)

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. Contractor agrees that Confidential Information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such Confidential Information.

This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of its own. Contractor will report to the California Health Benefit Exchange any and all unauthorized disclosures of Confidential Information. Contractor acknowledges that any publication or disclosure of Confidential Information to others may cause immediate and irreparable harm to the California Health Benefit Exchange, and if Contractor 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.

III. Evaluation of Contractor:

Contractor is hereby notified that the State will evaluate the Contractor's performance for compliance with the terms of this Agreement within 60 days of the completion of the Agreement. The evaluation shall be prepared on a "Contract/Contractor Evaluation," STD Form 4. If the performance of the Contractor is not satisfactory, the State shall send a copy of the evaluation to the California Department of General Services, Office of Legal Services, within five working days after the completion of the evaluation. Contractor shall be notified and sent a copy of the unsatisfactory evaluation within 15 days after its completion.

IV. Review of Deliverables

The California Health Benefit Exchange reserves the right to review the Deliverables following Contractor's delivery of each to the California Health Benefit Exchange to determine whether the Deliverables conform to the specifications and to the California Health Benefit Exchange's satisfaction, and to either: reject a Deliverable if it fails to conform to the specifications and to the California Health Benefit Exchange's satisfaction or has defects (collectively, "errors"); or to accept each Deliverable if it has no such errors ("Acceptance"). If the California Health Benefit Exchange rejects the Deliverables, Contractor shall, at the California Health Benefit Exchange's request, promptly correct all such errors and, thereafter, the California Health Benefit Exchange shall again have the opportunity to review the Deliverables. If Contractor is not able to correct all errors in the Deliverables within 30 days following their receipt by the California Health Benefit Exchange, the California Health Benefit Exchange shall have the right to terminate this Agreement, which termination shall be deemed due to Contractor's default. In the event of any such termination, Contractor shall return all payments previously made to Contractor under this Agreement.

**EXHIBIT E
(Standard Agreement)**

V. 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.

VI. Waiver of Breach

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

VII. Contractor Limitations:

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

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 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.

DRAFT

Agreement Cover Sheet
SHOP

January 25, 2013

**EXHIBIT A
(Standard Agreement)**

STATEMENT OF WORK: OUTREACH AND EDUCATION GRANT PROGRAM

The Contractor Agrees to:

1. Develop and implement a plan to reach uninsured small businesses that will enable these goals:
 - a. Increase awareness of affordable coverage options available through the California Health Benefits Exchange (“Exchange”);
 - b. Eliminates perceived barriers to coverage; and
 - c. Motivate Californians to enroll.
2. Develop and implement an Outreach and Education plan to provide in-language services to target populations in a culturally responsive manner.
3. Deliver in-person education and outreach services, utilizing methods that are known to increase awareness and promote the value of purchasing health insurance among individual consumers or small businesses.
4. Participate in and support marketing efforts that will promote the Exchange within their region and target communities and refer consumers to enrollment and consumer assistance resources.
5. Ensure the delivery of a high quality program in accordance with standards established by the Exchange.
6. Ensure that staff members are adequately trained in program standards and methods.
7. Ensure that the program achieves expected outcomes.
8. Comply with program monitoring, quality assurance and program evaluation requirements.
9. Drive small businesses to Agent resources that are available to them.

I. Outreach and Education Grant Program Definitions

- A. **Exchange:** All references to the Exchange refer to the California Health Benefit Exchange. The Exchange may operate portions of the program, including but not limited to the insurance marketplace, as the Exchange or as Covered California in its sole discretion.
- B. **Outreach:** 30% of grant activities will be allocated towards the delivery of brief Outreach messages designed to raise awareness of the opportunities for affordable health insurance offered by Covered California and promoting the value of having coverage. This percentage may be modified with agreement from the Exchange. Outreach activities will last between 1-5 minutes on average.
- C. **Education:** 70% of grant activities will be allocated towards the delivery of in-depth Education messages designed to provide eligible consumers with program information, eliminate barriers, link them to enrollment and assistance resources, and

EXHIBIT A (Standard Agreement)

motivate them to enroll in coverage. This percentage may be modified with agreement from the Exchange. Educations will last approximately 10-15 minutes.

- D. **Assisters Program**: The Assisters Program will offer eligible individual consumers in-person assistance to apply for health care coverage through the Exchange. Although Contractor may link to an Assister Enrollment Entity, or maintain a separate role as an Assister Enrollment Entity, Contractor may not utilize funds under this Agreement to serve in the role of an Assister Enrollment Entity nor to conduct enrollments in the Exchange.
- E. **Small Business Health Options Program (SHOP)**: The Small Business Health Options Program is designed to allow small businesses, comprised of between 1 and 50 employees, to offer health coverage to their employees.
- F. **Appropriate Use of Funds**: Grantee's award funding shall only be used to conduct the Outreach and Education activities and services contained within this Agreement. Funds generally may be used to perform the following activities: outreach and education to uninsured, eligible consumers and small businesses. No more than 5% of Contractor's total awarded funding may be used to acquire equipment and in no case shall Contractor's equipment expenditure exceed \$25,000. Administrative overhead shall not exceed 15% of Contractor's total awarded funding.
- G. **Inappropriate Use of Funds**: Contractor shall not claim payment for any services not contained within this Agreement. Funds shall not be used to enroll eligible consumers or small businesses in the Exchange nor shall Contractor use grant funds to conduct mass marketing campaigns or to contract for paid media. Contractor shall not claim reimbursement for any services claimed under any other State and federal agency or other governmental entity contract or grant, any private contract or agreement, or from the Medi-Cal program. Any acquisitions made with grant funding shall be in compliance with federal law.

II. Outreach and Education Grant Program Introduction

- A. The Contractor understands and acknowledges that the purpose of the Outreach and Education grant program is to increase awareness and understanding of health coverage options, promote the value of purchasing health coverage, change attitudes, motivate Californians to take the next step to enroll and remove barriers to enrollment. The Contractor understands and acknowledges the following program priorities:
 - 1. Promote public awareness and inform consumers and small businesses about their options to obtain affordable health coverage through the Exchange.
 - 2. Provide consumers and small businesses with information and tools where individuals and employers can enroll on their own.

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3. Educate the public about the value of purchasing health coverage.
 4. Remove barriers to enrollment that keep eligible consumers and small businesses from applying.
 5. Drive small businesses to Agent resources that are available to them.
- B. When performing services under this Agreement, the Contractor shall ensure outreach and education activities are consistent with the following objectives:
1. Access populations with a variety of health statuses who are eligible for subsidized or unsubsidized Qualified Health Plans through the Exchange.
 2. Deliver culturally and linguistically competent outreach and education messages that respond to the preferences, motivations and challenges of the target market.
 3. Employ outreach and education techniques likely to increase awareness of the opportunity to enroll in affordable health insurance in 2014.
 4. Disseminate clear, accurate and consistent messages to target audiences that eliminate barriers, increase interest and motivate people to enroll in coverage.
 5. Generate leads for Assisters and the Exchange Service Center who will perform application assistance. A lead is defined as collecting the individual's name, preferred method of contact (i.e., e-mail, mail, or phone) and respective contact information, and language preference.
- C. When performing services under this Agreement, the Contractor acknowledges the following Guiding Principles established for the Grant Program:
1. Target resources based on the greatest opportunity where the highest number of uninsured, small businesses and subsidy eligible individuals can be reached (e.g. targeting where uninsured and subsidy eligible individuals live, work, play and shop).
 2. Ensure that all regions and markets in the state, including the hard-to-move (e.g. rural and limited-English proficient populations) are reached through the program.
 3. Complement the Assisters Program and the broader marketing strategy, including the Exchange's Qualified Health Plan marketing efforts.

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III. Outreach and Education Campaign Plan and Detailed Work Plan Schedule

A. Outreach and Education Campaign Plan

1. Consistent with Contractor's grant application forming the basis for this contract, within the first thirty (30) calendar days of this Agreement, the Contractor shall develop and implement an Outreach and Education Campaign Plan for reaching the uninsured target population the Contractor proposes to serve.
2. The Contractor shall develop an Outreach and Education Campaign Plan that shall include, but not be limited to the following information:
 - i. The defining characteristics of each target population, such as the socio-economic, cultural, linguistic, geographic and/or the or employment sector characteristics;
 - ii. The nature of the Contractor's relationship with the target population(s), the need for outreach to this market, the barriers and motivators that impact the target markets, and the Contractor's approach to addressing them;
 - iii. The number of small businesses the Contractor proposes to reach, including the number served through existing relationships and the plan for leveraging these channels for this project;
 - iv. The approach, channels or venues, tactics, and messengers the Contractor plans to utilize to conduct outreach and education activities and how the approach will achieve the goals of this project; and
 - v. The number of households or small businesses to be reached monthly; the percentage and number to be reached through brief outreach messages, which shall represent 30% of effort; and, the corresponding number and percentage to be reached through in-depth education messages which shall represent 70%; these percentages can be adjusted upon agreement with the Exchange.
3. The Contractor shall update the Outreach and Education Campaign Plan at the Exchange's request to improve program impact and quality at any point during the Contract period.
 - i. The Contractor shall ensure that requested changes to the Plan are implemented as planned.

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- ii. The Contractor shall submit in writing to the Exchange and/or its sub-contractors any requests to make substantive changes to the Plan during the contract period.
- iii. The Contractor shall inform the Exchange and its subcontractors of any unexpected changes to the Plan within 30 days of the date Contractor first becomes aware of the need for the change.

B. Outreach and Education Campaign Detailed Work Plan Schedule

- 1. As part of Contractor's Outreach and Education Campaign Plan, the Contractor shall develop and maintain a comprehensive, Outreach and Education Campaign Detailed Work Plan Schedule. The Work Plan schedule shall include, but not be limited to the following:
 - i. Project tasks and activities needed to perform services under this Agreement on a monthly basis starting May 2013 and continuing through December 2014;
 - ii. Start date of the project task/activity;
 - iii. End date of the project task/activity;
 - iv. Project milestones;
 - v. Type of resource needed to accomplish each task/activity.
- 2. The Contractor shall update the Outreach and Education Campaign Detailed Work Plan Schedule each month with the submission of the required report, the Work Plan must be submitted noting the percentage of task completed.
- 3. As set forth in the Work Plan, the Contractor shall initiate regular and on-going updates and revisions to the Work Plan and perform such modifications as requested by the Exchange. These on-going updates/revisions shall occur throughout the term of this Agreement and/or as required by the Exchange and in an electronic manner directed by the Exchange.

- C. The Contractor acknowledges and understands that failure to deliver services as contained within the Plan that forms the basis for this Agreement may result in a reduction in the contract amount or a termination of this Agreement at the Exchange's sole discretion.

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IV. Recruitment and Training

A. Staff Recruitment

1. The Contractor shall recruit and/or retain outreach workers that reflect the cultural, linguistic and consumer preferences of the markets or populations that are the focus of the Outreach and Education Plan under this Agreement.
 - i. The Contractor shall provide services in the preferred language of the target populations (in-language) as outlined in the Outreach and Education Plan.
 - ii. The Contractor shall inform the Exchange of any changes in the Contractor's capacity to deliver in-language services.
 - iii. The Contractor shall provide services in-person.

B. Staff Training

1. The Contractor shall ensure that staff members responsible for conducting outreach and education contained within this Agreement receive mandatory outreach and education grantee training provided by the Exchange or its designated administrator before performing outreach and education activities.
2. The Contractor shall ensure that staff members responsible for performing the services contained within this Agreement are knowledgeable of effective education and outreach techniques, the Affordable Care Act, affordable coverage options offered through the Exchange, other content areas identified by the Exchange, and Exchange established program standards, policies and procedures.
3. The Contractor shall ensure staff members responsible for performing the services contained within this Agreement are current on the training and information provided by the Exchange including but not limited to:
 - i. Updates and special topic trainings, webinars, forums and meetings provided throughout the grant contract period.
 - ii. Quarterly Grantee Regional Meetings and Trainings;
 - iii. Annual Grantee training, convening's or meetings;
 - iv. Exchange mandated trainings or meetings; and

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- v. Receipt of information provided in communications by the Exchange, including emails, newsletters, webinars and forums.

V. Outreach and Education Activities

A. Outreach and Education Activities

1. The Contractor shall conduct qualified outreach and education activities to consumers as small businesses, as defined by the Exchange, that include the delivery of brief outreach messages designed to raise awareness of the opportunities for affordable health insurance offered by Covered California and promoting the value of having coverage, and the delivery of in-depth education messages designed to provide eligible consumers or small businesses with in-depth program information, promote the value of purchasing coverage, and provide linkages to enrollment resources.
 - i. Small businesses eligible for the SHOP.
 - ii. The Contractor shall ensure that staff members maintain general knowledge about Covered California's opportunities for consumers or small businesses and provide information to each during the course of conducting outreach and education activities contained in this Agreement.
 - iii. The Contractor shall not conduct enrollment activities under this Agreement.
 - iv. The Contractor shall conduct outreach and education activities at venues and locations that are aligned with the goals and objectives of the Grant Program.
 - a) Specifically, the Contractor shall deliver services in locations where consumers or small businesses will be receptive to receiving brief or in-depth information.
 - b) Services shall not be delivered in locations which would reflect negatively upon the Exchange or the State of California or in locations where illicit or illegal activities occur.
2. The Contractor shall conduct public awareness, education and outreach activities that are personalized, culturally responsive, and delivered in-language and in-person. The Contractor shall deliver the following services:
 - i. Provide information about the Exchange, including informing consumers of available no-cost, subsidized and non-subsidized programs, providing information on enrollment mechanisms (i.e. online and in-person) and answering questions;

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- ii. Inform consumers or small businesses of the potential benefits to enrolling in the Exchange's coverage options, including tax credits and cost sharing subsidies;
 - iii. Provide basic information to consumers or small businesses the tools and resources to assist in comparing cost, benefits and coverage options, including on-line system.
 - iv. Educate consumers about open enrollment in subsequent years;
 - v. Collect leads from consumers or small businesses interested that may be eligible for coverage through Covered California and provide this information to the Exchange.
 - vi. Refer consumers or small businesses to in-person assistance resources, including Assister organizations or health insurance agents; the Contractor shall refer consumers to Consumer Assistance organizations, Ombudsman or other resources should they have a complaint, grievance or concern;
 - vii. Change attitudes and behaviors that have prevented consumers or small businesses from enrolling in coverage;
 - viii. Collaborate and coordinate with other grantees, as well as establishing and participating in public and private partnerships in the target community.
3. Grantees will be required to utilize messaging and collateral materials (provided free and in 13 languages) approved by Covered California when acting on behalf of the program. To the extent a grantee develops their own material in so far as it references Covered California and is distributed with Covered California resources, it will be subject to review and approval.

B. Event Representation

1. The Contractor shall act on behalf of Covered California at Covered California-sponsored events, conferences, community events, public presentations and approved media events/interviews. The Contractor shall represent Covered California in a professional manner in accordance with program standards when conducting the services contained within this Agreement.
 - i. The Contractor shall utilize messaging and collateral materials approved by the Exchange when acting pursuant to this Agreement.
 - ii. In the event the Contractor makes formal presentations and represents the Exchange at events or conferences, the Contractor shall ensure that standard messages that have been approved by the Exchange are conveyed.

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- iii. The Contractor shall refrain from making political comments in any presentation when conducting the services contained within this agreement.
- iv. The Contractor shall not use grant funds to purchase media or conduct paid marketing campaigns.
- v. The Contractor shall participate in, coordinate with and support Exchange-sponsored regional and local marketing efforts to promote the value of purchasing coverage among eligible consumers and small businesses.
- vi. The Contractor shall attend additional community events at the request of the Exchange.

VI. Monitoring and Quality Assurance

A. Monitoring and Quality Assurance Plan

- 1. As a representative of the Exchange, the Contractor shall promote the Exchange as a trusted resource for affordable health care coverage by establishing an internal system for monitoring program quality and compliance and adhering to the Exchange's monitoring and evaluation requirements.
 - i. The Contractor shall cooperate with all mandated monitoring and evaluation activities, including, but not limited to cooperating with monthly site visits by grant monitors and providing requested information to the Exchange, or its official designee, in a timely manner. Grantees shall attend quarterly Grantee meetings in their region and annual convening's organized by the Exchange.
 - ii. The Contractor shall submit performance-monitoring reports to the Exchange, or its official designee, documenting their progress towards meeting agreed upon deliverables and established program outcomes according to agreed upon timelines.
 - iii. The Contractor shall evaluate the performance of staff members responsible for delivering the services contained within this Agreement, including verifying that outreach and education activities are delivered as planned, evaluating the accuracy of outreach and education messages and information and assessing overall compliance with program standards and guidelines.
 - iv. The Contractor shall immediately report instances of non-compliance and specify their plans for corrective action to the Exchange.

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- v. The Contractor shall conduct due diligence when monitoring, attitude conduct, and professionalism of employees who perform outreach and education activities included in this Agreement.
 - vi. The Contractor immediately shall report concerns related to conflicts of interest, fraud, or violations of program standards to the Exchange.
 - vii. The Contractor shall remove any employee from assignment to the services contained within this Agreement should the Exchange deem them no longer eligible to represent the program.
2. The Contractor shall maintain compliance with established program standards, the Affordable Care Act and applicable California laws and statutes.
 3. In the event the Contractor fails to perform the scope of work or meet pre-established goals and deliverables, the Contractor shall be provided re-training and asked to correct the deficiency within 30 days or risk grant termination. The Contractor acknowledges and understands that failure to deliver the agreed upon monthly targets for number of households or small businesses reached with outreach and education messaging may result in a modification to the Contractor's scope of work.
- B. Exchange Evaluation Activities
1. The Contractor shall participate in and cooperate with all Exchange evaluation activities and requests for information to build knowledge of effective approaches to reaching uninsured populations in California.

VII. Reporting

A. Records Management

1. The Contractor shall maintain accurate and comprehensive records of grant-funded activities and expenditures, submit required reports and records, and cooperate with all Exchange mandated reporting requirements. The Contractor shall submit required reports on a monthly, quarterly and annual basis. The Contractor shall submit additional ad hoc reports upon request of the Exchange and its subcontractors.
2. The Contractor shall, at a minimum, record and report on the following process and outcome measures:
 - a) Outreach and Education Activities

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- i. Number of outreach and education sessions held (one-on-one, small group or events);
 - ii. Number of households or small businesses reached through education messages;
 - iii. Number of households or businesses reached through outreach messages
 - iv. Format for outreach and education sessions (one-on-one, small group, or events);
 - v. Location of outreach and education sessions;
 - vi. Ethnicity of populations reached;
 - vii. Language of outreach and education sessions; and
 - viii. Number and type of collateral materials distributed.
- b) Other Events and Partnerships
- i. Number of ethnic or local media events;
 - ii. Number of attendees at ethnic or local media events;
 - iii. Number of events attended at the request of Project Sponsors;
 - iv. Number of attendees at events attended at the request of Project Sponsors;
 - v. Number of partnerships developed; and
 - vi. Description of partnerships and key activities.
- c) Coordination with Enrollment Resources and Assisters
- i. Number of referrals to Assisters, Agents, or other enrollment resources;
 - ii. Number of internal referrals to Assisters (if applicable); and
 - iii. Number of consumer leads provided to the Exchange.
- d) Progress towards Meeting Goals
- i. Progress towards meeting agreed upon Outreach and Education Plan deliverables;
 - ii. Description of barriers, challenges and success;
 - iii. Description of changes to the Outreach and Education plan;
 - iv. Identification of support, information or additional training needs; and
 - v. Any additional data or information requested by the Exchange.
- e) The Contractor shall utilize data management systems as required by the Exchange and record activities according to established reporting timelines and protocols.

B. Monthly Reports

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1. Grantees will be required to report fiscal, outreach and education activities on a monthly basis in the information management system. At a minimum, Grantees will be required to report on scheduled events, outreach and education activities, and demographic profile on consumers reached.

C. Quarterly Reports

1. Grantees will be required to submit quarterly fiscal and performance reports documenting progress toward meeting program deliverables and outcomes, challenges and successes and any changes to an approved Outreach and Education Plan.

D. Annual Reports

1. Grantees will be required to submit an annual report to Covered California, outlining their progress and impact during the funding period, documenting successes and challenges, and describing the proposed Outreach and Education Plan for the subsequent year.

E. Annual Reports

1. Grantees will be required to submit a final fiscal and narrative closeout report.

VIII. Materials Management

- A. The Exchange shall provide the Contractor with collateral materials, in limited quantities, free of charge. The Contractor shall order and track collateral materials from the Exchange or its designated administrator.
 1. The Contractor shall utilize approved materials and non-consumables with the Exchange's Covered California branding (i.e. tablecloths, banners and signs) when conducting outreach and education activities during the contract period.
 2. The Contractor shall maintain adequate supply levels of collateral materials at all times. The Contractor shall maintain compliance with established policies regarding the ordering and use of collateral materials.
 3. At the end of the contract period, the Contractor shall return all non-consumables to the Exchange.

IX. Equipment

- A. The Contractor may procure equipment needed to carry out the outreach and education activities funded under this Agreement.

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1. Annual equipment expenditures shall not exceed 5% of Contractor's annual award. In no instances shall total equipment expenditures exceed \$25,000 per year.
2. The Contractor shall ensure that equipment procured with Outreach and Education Grant Program is done in compliance with federal and state laws.

FINAL POLICY AND PROCEDURES PENDING.

X. Contract Deliverables:

- A. The Contractor understands and acknowledges that all deliverables provided under this Agreement must comply with state and federal requirements. The Contractor understands and acknowledges that grant funds shall not be used to enroll consumers in Exchange products or programs.
- B. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by the Exchange before final payment is made to the Contractor for services provided under this Agreement.
- C. The Contractor understands and acknowledges that this Agreement is a pay for performance contract. The Contractor shall only be paid for those deliverables that are completed on time and in a manner consistent with Contractor's approved Outreach and Education Plan. Partial achievement of deliverables shall result in a reduction or reallocation of budgeted amount.
- D. In the event the Exchange requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by the Exchange, the Contractor shall be required to make the additional revisions until the revised deliverable is accepted and approved by the Exchange.
- E. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B.

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Outreach and Education Phase	Start	End	Purpose	Deliverables
Consumer Outreach and Education	May 1, 2013	June 30, 2013	Raise awareness about the new consumer-friendly health insurance marketplace.	Final Outreach and Education Plan, including detailed work plan; Number of staff trained
Get Ready, Get Set	July 1, 2013	September 30, 2013	Inform eligible Californians or small businesses that opportunities for coverage are "coming" in 2014.	TBD: Number of outreach and education contacts conducted; leads generated; outreach events conducted; households or businesses reached
Enroll!	October 1, 2013	March 31, 2014	Guide consumers or small businesses to their enrollment options and to shop and compare qualified health plans. Deliver the message that the time to enroll has come and it is easy to apply.	
Reinforcement and Special Enrollment	April 1, 2014	July 31, 2014	Promote enrollment of those who did not enroll during year one during the Open Enrollment period. Promote the Special Enrollment period when consumers experience a change of circumstances (e.g., marriage, birth, adoption, loss in health care coverage).	
Get Ready, Get Set	July 1, 2014	September 30, 2014	Inform eligible Californians or small businesses of the opportunities to enroll in coverage during the upcoming Open Enrollment Period.	
Enroll!	October 1, 2013	December 31, 2014	Guide consumers or small businesses to their enrollment options and to shop and compare qualified health plans. Deliver the message that the time to enroll has come and it is easy to apply.	

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BUDGET DETAIL AND PAYMENT PROVISIONS

I. Invoicing and Payment:

1. The maximum amount payable under this agreement shall not exceed (Enter Contract Total). Shown below are the amounts that cannot be exceeded for each state fiscal year.

(20xx/20xx: \$ xx,xxx)

(20xx/20xx: \$ xx,xxx)

(20xx/20xx: \$ xx,xxx)

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the California Health Benefit Exchange agrees to pay the Contractor based on a monthly schedule for performance for successfully documented services.

The Contractor shall submit an invoice supported by brief progress report which summarizes both completed tasks and work in progress toward all contract deliverables.

3. Invoices shall include the Agreement Number and CFDA Code 93.525 and shall be submitted in triplicate not more frequently than monthly in arrears to:

To Be Determined

Invoices shall:

- a. Be prepared on agency/company letterhead. If invoices are not on agency/company letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- b. Bear the Contractor's name as shown on the Agreement.
- c. Identify the billing and/or performance period covered by the invoice in a format provided by the Exchange or its designee.
- d. Itemize the costs for the billing period in the same or greater level of detail as indicated in this Agreement. Only those costs and/or cost categories expressly identified as allowable in this agreement may be reimbursed.
- e. Any invoices submitted without the above-referenced information may be returned to the Contractor for further re-processing.

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II. Budget Contingency Clause:

- A. It is mutually agreed that if the Exchange Board for the current year and/or any subsequent years covered under this Agreement does not approve sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, California Health Benefit Exchange shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Board for purposes of this program, the California Health Benefit Exchange shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

III. For Contract with Federal Funds:

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

IV. 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.

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V. Review:

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

VI. Final Billing:

Invoices for services must be received by the California Health Benefit Exchange within 30 days following each state fiscal year, or 30 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

VII. Non-resident Tax Withholdings:

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

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GENERAL TERMS AND CONDITIONS

I. Approval:

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

II. Amendment:

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

III. Assignment:

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

IV. Audit:

Contractor agrees that the awarding department ("the State") and the California State Auditor's office, or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include the same right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

V. Indemnification:

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

- A. Arise out of, are due to, or are alleged to arise out of or be due to, a breach by the Contractor of any of its representations, warranties, covenants or other obligations contained in this Agreement, or

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- B. Are caused by or result from or are alleged to arise out of or result from, the Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or
- C. Accrue or result, or are alleged to accrue or result, to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement, or
- D. Arise out of, are due to, or are alleged to arise out of or be due to, any claim or allegation of infringement, misappropriation or violation of any patent, copyright, trademark, trade secret, domain name or other intellectual property right comprising or involving any of the Subject Inventions, Prior Inventions or other Inventions provided in any way by Contractor and used, reproduced or otherwise exploited by the State in connection with any of the Agreement Programs or any Turnover thereof; or
- E. Arise out of, are due to or are alleged to arise out of or be due to, any violation of HIPAA, the HIPAA Regulations, HITECH Act, other security or privacy laws, or any other laws, by Contractor or any subcontractor or agent under Contractor's control.

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

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

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

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VI. Disputes:

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

VII. Termination For Cause:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise agreed to by the State in writing. Such right of termination shall be without prejudice to any other remedies available to the State. Upon receipt of any notice terminating this Agreement, the Contractor shall immediately discontinue all activities affected, unless the notice directs otherwise, and the State may proceed with the work in any manner deemed proper by the State. In such event, the State shall pay the Contractor only the reasonable value of the services rendered, and all costs to the State shall be deducted from any sum due the Contractor. The State may, at its sole discretion, offer an opportunity to cure any breach prior to terminating for default.

VIII. Independent Contractor:

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

IX. Recycling Certification:

The Contractor 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. Contractor may certify that the product contains zero recycled content.

X. Non-Discrimination Clause:

During the performance of this Agreement, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass, 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

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

XI. Contractor Certification Clauses:

A. Statement Of Compliance:

Contractor has, unless exempted, complied with the nondiscrimination program requirements (GC 12990 (a-f) and CCR, Title 2, Section 8103) (not applicable to public entities).

B. Drug-Free Workplace Requirements:

Contractor 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:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) Any available counseling, rehabilitation and employee assistance programs; and
 - d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:

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- a) Receive a copy of the company's drug-free workplace policy statement; and
- b) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the State determines that any of the following has occurred: (1)The Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

C. National Labor Relations Board Certification:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2)-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (PCC 10296) (not applicable to public entities).

D. Doing Business With The State Of California:

1. Conflict Of Interest:

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

- 1) Current State Employees (PCC 10410):
 - 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

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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 Contractor violates any provisions of the above paragraphs, such action by Contractor 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)).

2. Labor Code/Workers' Compensation:

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

3. Americans With Disabilities Act:

Contractor 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.).

4. Contractor Name Change:

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

5. Corporate Qualifications To Do Business In California:

- a) Contractor acknowledges that, when agreements are to be performed in the state by corporations, the State 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.

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- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. Resolution:

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

7. Air Or Water Pollution Violation:

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

- a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- b) 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
- c) Finally determined to be in violation or provisions of federal law relating to air or water pollution.

8. Payee Data Record Form Std 204:

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

XII. Timeliness:

Time is of the essence in this Agreement.

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XIII. Compensation:

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

XIV. Governing Law:

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

XV. Anti-trust Claims:

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

- A. The Government Code Chapter on Anti-trust claims contains the following definitions:
1. "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.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. 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.
- C. 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

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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.

- D. 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.

XVI. Child Support Compliance Act:

In accordance with the Child Support Compliance Act,

- A. The Contractor acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

XVII. 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.

XVIII. Union Organizing:

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

- A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- B. No state funds received under this agreement will be used to assist, promote or deter union organizing.

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- C. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.
- E. Contractor will be liable to the State for the amount of any funds expended in violation of the requirements of Government.

XIX. 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.

XX. 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.

XXI. Minimum Pro-Bono Certification

For all contracts over \$50,000 that provide legal services, the Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the less of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith

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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.

XXII. Priority Hiring Considerations for Recipients Of Aid

If this Contract includes services in excess of \$200,000, the Contractor 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.

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(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

I. Dispute Provisions:

- A. 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:
1. The decision or issue under dispute;
 2. The reason(s) Contractor believes the decision or position taken by the Exchange is in error (if applicable, reference pertinent contract provisions);
 3. Identification of all documents and substance of all oral communication which support Contractor's position; and
 4. The dollar amount in dispute, if applicable.
- B. The Exchange Project Representative, within 15 calendar days after receipt of the dispute notice, shall issue a written decision regarding the dispute. The written decision shall include the following information:
1. A description of the dispute;
 2. A reference to pertinent contract provisions, if applicable;
 3. A statement of the factual areas of agreement or disagreement; and
 4. A statement of the representative's decision with supporting rationale
- C. If the 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 days after receiving Contractor's written appeal. If the Executive Director fails to render a final decision within 30 days after receipt of Contractor's written appeal, it shall be deemed a final decision adverse to the Contractor's contentions. The Executive Director's 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 days following the date of the final decision.
- D. 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 Contract, 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 Contract.

II. Termination Without Cause:

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

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III. 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 sub-contractors are not listed on the Excluded Parties Listing System (<http://www.sam.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

IV. Certification Regarding Lobbying:

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

- A. 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:
1. 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.
 2. 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.
 3. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- B. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made

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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.

V. 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 contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

VI. 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.

VII. Executive Compensation Reporting

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

VIII. 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.

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IX. 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:

1. General liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined; and
2. Automobile liability, including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement. The certificate of insurance will include provisions a, b, and c, in their entirety:
 - a. That the insurer will not cancel the insured's coverage without 30 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 contract are concerned.
 - c. That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the general and automobile liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days' prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, 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 contract upon occurrence of such event.

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

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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.

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ADDITIONAL PROVISIONS

I. Intellectual Property Rights:

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

II. Confidentiality:

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

All financial, statistical, personal, technical, and other data and information related to the California Health Benefit Exchange's operations that are not publicly available and that become available to Contractor shall be protected during or after its relationship with the California Health Benefit Exchange by Contractor from unauthorized use and disclosure. Contractor agrees that Contractor shall not use any Confidential Information for any purpose other than carrying out the provisions of the Agreement.

Confidential Information includes, but is not limited to, all proprietary information of the California Health Benefit Exchange including without limitation: the Deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including the State's software; support materials; information regarding the State's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning the State's finances, contracts, services, or personnel.

At the conclusion of its relationship with the California Health Benefit Exchange, Contractor shall return any and all records or copies of records relating to the California Health Benefit Exchange,

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or its business, or its Confidential Information. Contractor shall take such steps as may be reasonably necessary to prevent disclosure of Confidential Information to others and shall not disclose Confidential Information to others without the prior written consent of the California Health Benefit Exchange. Contractor agrees that Confidential Information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such Confidential Information.

This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of its own. Contractor will report to the California Health Benefit Exchange any and all unauthorized disclosures of Confidential Information. Contractor acknowledges that any publication or disclosure of Confidential Information to others may cause immediate and irreparable harm to the California Health Benefit Exchange, and if Contractor 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.

III. Evaluation of Contractor:

Contractor is hereby notified that the State will evaluate the Contractor's performance for compliance with the terms of this Agreement within 60 days of the completion of the Agreement. The evaluation shall be prepared on a "Contract/Contractor Evaluation," STD Form 4. If the performance of the Contractor is not satisfactory, the State shall send a copy of the evaluation to the California Department of General Services, Office of Legal Services, within five working days after the completion of the evaluation. Contractor shall be notified and sent a copy of the unsatisfactory evaluation within 15 days after its completion.

IV. Review of Deliverables

The California Health Benefit Exchange reserves the right to review the Deliverables following Contractor's delivery of each to the California Health Benefit Exchange to determine whether the Deliverables conform to the specifications and to the California Health Benefit Exchange's satisfaction, and to either: reject a Deliverable if it fails to conform to the specifications and to the California Health Benefit Exchange's satisfaction or has defects (collectively, "errors"); or to accept each Deliverable if it has no such errors ("Acceptance"). If the California Health Benefit Exchange rejects the Deliverables, Contractor shall, at the California Health Benefit Exchange's request, promptly correct all such errors and, thereafter, the California Health Benefit Exchange shall again have the opportunity to review the Deliverables. If Contractor is not able to correct all errors in the Deliverables within 30 days following their receipt by the California Health Benefit Exchange, the California Health Benefit Exchange shall have the right to terminate this Agreement, which termination shall be deemed due to Contractor's default. In the event of any such termination, Contractor shall return all payments previously made to Contractor under this Agreement.

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(Standard Agreement)**

V. 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.

VI. Waiver of Breach

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

VII. Contractor Limitations:

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

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 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.

Appendix A:

Extract from

CalSIM 1.8 DATA BOOK, 2014-2019

Source: UC Berkeley / UCLA CalSIM version 1.8

Appendix A

1. Characteristics of Californians under Age 65 Eligible for Exchange Subsidies

2014	
Exchange Subsidy Eligible	Eligible
All	2,600,000
Race and Ethnicity	
Latino	1,190,000
Asian	370,000
African American	100,000
White	870,000
Other	70,000
Gender	
Male	1,390,000
Female	1,200,000
Age	
0-18 years	140,000
19-29 years	690,000
30-44 years	760,000
45-64 years	1,010,000
Income	
138% FPL or less	140,000
139-200% FPL	840,000
201-250% FPL	580,000
251-400% FPL	1,030,000
Limited English Proficiency (18 and older)	
18+ Limited English Proficiency	1,030,000
18+ Speaks English Very Well	1,430,000

2015	
Exchange Subsidy Eligible	Eligible
All	2,680,000
Race and Ethnicity	
Latino	1,220,000
Asian	370,000
African American	100,000
White	910,000
Other	70,000
Gender	
Male	1,440,000
Female	1,240,000
Age	
0-18 years	150,000
19-29 years	700,000
30-44 years	790,000
45-64 years	1,040,000
Income	
138% FPL or less	140,000
139-200% FPL	870,000
201-250% FPL	600,000
251-400% FPL	1,070,000
Limited English Proficiency (18 and older)	
18+ Limited English Proficiency	1,050,000
18+ Speaks English Very Well	1,480,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Appendix A

2. Characteristics of Californians under Age 65 who Take Up Coverage without Subsidies in the Exchange and Individual Market

	2014	2015
Race and Ethnicity		
Latino	430,000	480,000
Asian	220,000	230,000
African American	80,000	90,000
White	930,000	940,000
Other	60,000	60,000
Gender		
Male	890,000	940,000
Female	830,000	850,000
Age		
0-18 years	280,000	300,000
19-29 years	640,000	700,000
30-44 years	290,000	280,000
45-64 years	510,000	510,000
Income		
138% FPL or less	210,000	220,000
139-200% FPL	120,000	110,000
201-250% FPL	100,000	100,000
251-400% FPL	310,000	300,000
401%+ FPL	970,000	1,070,000
Limited English Proficiency		
18+ Limited English proficiency	190,000	210,000
18+ Speaks English very well	1,320,000	1,370,000

Source: UC Berkeley/UCLA CalSIM version 1.8

Covered California Outreach and Education Grant Application

Appendix A

3. REGION: Northern California and Sierra Counties

2014	
Exchange Subsidy Eligible	Eligible
All	99,000
Gender	
Male	52,000
Female	47,000
Race and Ethnicity	
Latino	16,000
Asian	5,000
African American	0
White	73,000
Other	5,000
Age	
0-18 years	4,000
19-29 years	32,000
30-44 years	19,000
45-64 years	45,000
Income	
138% FPL or less	2,000
139-200% FPL	39,000
201-250% FPL	27,000
251-400% FPL	31,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	82,000
18+ Limited English Proficiency	13,000
Employment Status	
Not Employed	23,000
Employed	76,000

Source: UC Berkeley/UCLA CalSIM version 1.8

Includes the following Counties: Butte, Shasta, Humboldt, Lake, Mendocino, Yuba, Nevada, Sutter, Colusa, Glenn, Tehama, Del Norte, Lassen, Modoc, Plumas, Sierra, Siskiyou, Trinity, Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, Tuolumne

Appendix A

REGION: Greater Bay Area

2014	
Exchange Subsidy Eligible	Eligible
All	393,000
Gender	
Male	197,000
Female	196,000
Race and Ethnicity	
Latino	126,000
Asian	100,000
African American	16,000
White	134,000
Other	15,000
Age	
0-18 years	23,000
19-29 years	101,000
30-44 years	118,000
45-64 years	150,000
Income	
138% FPL or less	27,000
139-200% FPL	115,000
201-250% FPL	90,000
251-400% FPL	161,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	217,000
18+ Limited English Proficiency	155,000
Employment Status	
Not Employed	141,000
Employed	252,000

Source: UC Berkeley/UCLA CalSIM version 1.8

*Includes the following Counties:
 Santa Clara, Alameda, Contra
 Costa, San Francisco, San Mateo,
 Sonoma, Solano, Marin, Napa*

Appendix A

REGION: Sacramento Area

2014	
Exchange Subsidy Eligible	Eligible
All	126,000
Gender	
Male	65,000
Female	61,000
Race and Ethnicity	
Latino	35,000
Asian	18,000
African American	6,000
White	62,000
Other	5,000
Age	
0-18 years	6,000
19-29 years	40,000
30-44 years	30,000
45-64 years	50,000
Income	
138% FPL or less	8,000
139-200% FPL	41,000
201-250% FPL	32,000
251-400% FPL	44,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	84,000
18+ Limited English Proficiency	36,000
Employment Status	
Not Employed	32,000
Employed	94,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Orange text indicates data that may be unreliable due to data limitations

Includes the following Counties: Sacramento, Placer, Yolo, El Dorado

Appendix A

REGION: San Joaquin Valley

2014	
Exchange Subsidy Eligible	Eligible
All	255,000
Gender	
Male	147,000
Female	108,000
Race and Ethnicity	
Latino	142,000
Asian	23,000
African American	5,000
White	78,000
Other	6,000
Age	
0-18 years	12,000
19-29 years	82,000
30-44 years	58,000
45-64 years	102,000
Income	
138% FPL or less	16,000
139-200% FPL	91,000
201-250% FPL	58,000
251-400% FPL	89,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	132,000
18+ Limited English Proficiency	112,000
Employment Status	
Not Employed	67,000
Employed	187,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Orange text indicates data that may be unreliable due to data limitations

Includes the following Counties: Fresno, Kern, San Joaquin, Stanislaus, Tulare, Merced, Kings, Madera

Appendix A

REGION: Central Coast

2014	
Exchange Subsidy Eligible	Eligible
All	143,000
Gender	
Male	75,000
Female	69,000
Race and Ethnicity	
Latino	72,000
Asian	9,000
African American	2,000
White	57,000
Other	3,000
Age	
0-18 years	9,000
19-29 years	46,000
30-44 years	35,000
45-64 years	54,000
Income	
138% FPL or less	11,000
139-200% FPL	44,000
201-250% FPL	33,000
251-400% FPL	56,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	81,000
18+ Limited English Proficiency	54,000
Employment Status	
Not Employed	47,000
Employed	97,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Orange text indicates data that may be unreliable due to data limitations

Includes the following Counties:

Ventura, Santa Barbara, Santa Cruz,
San Luis Obispo, Monterey, San
Benito

Appendix A

REGION: Los Angeles

2014	
Exchange Subsidy Eligible	Eligible
All	779,000
Gender	
Male	430,000
Female	349,000
Race and Ethnicity	
Latino	472,000
Asian	101,000
African American	37,000
White	151,000
Other	17,000
Age	
0-18 years	40,000
19-29 years	200,000
30-44 years	241,000
45-64 years	297,000
Income	
138% FPL or less	44,000
139-200% FPL	262,000
201-250% FPL	172,000
251-400% FPL	301,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	324,000
18+ Limited English Proficiency	418,000
Employment Status	
Not Employed	238,000
Employed	541,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Appendix A

REGION: Other Southern California

2014	
Exchange Subsidy Eligible	Eligible
All	749,000
Gender	
Male	399,000
Female	350,000
Race and Ethnicity	
Latino	372,000
Asian	87,000
African American	22,000
White	249,000
Other	18,000
Age	
0-18 years	49,000
19-29 years	206,000
30-44 years	208,000
45-64 years	286,000
Income	
138% FPL or less	34,000
139-200% FPL	249,000
201-250% FPL	158,000
251-400% FPL	308,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	397,000
18+ Limited English Proficiency	307,000
Employment Status	
Not Employed	236,000
Employed	513,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Include the following Counties: San Diego, Orange, San Bernardino, Riverside, Imperial

CALIFORNIA HEALTH CARE ALMANAC

Appendix B



California Employer Health Benefits Survey

DECEMBER 2011

Introduction

Employer-based coverage is the leading source of health insurance in California and nationally. Changes in coverage offerings, worker cost sharing, and benefits have major implications for millions of Californians. This report presents the highlights of the 2011 *California Employer Health Benefits Survey*, annual research that tracks changes in employer-based health benefits in the state over time.

KEY FINDINGS INCLUDE:

- Since 2002, premiums rose 153.5%, more than five times the 29.3% increase in California’s inflation rate.
- The proportion of California employers offering coverage declined from 73% to 63% over the last two years.
- Premiums were higher in California than nationally for both single and family coverage. However, the employer contribution in California was significantly higher than the national average.
 - Annual premiums for single coverage in California were \$5,970, compared to \$5,429 nationally. Family coverage premiums were \$15,724 in California and \$15,073 nationally.
 - Employers in California contributed \$5,213 annually for single coverage and \$11,921 for family coverage.
- Workers in small firms in California were significantly more likely to cover at least half of the premium for family coverage than workers in large firms.
- Enrollment in plans with a deductible of \$1,000 or more for single coverage leveled off for California workers in 2011, but has increased considerably in recent years for small firms. Twenty-seven percent of workers in small firms have a deductible of \$1,000 or more, up from just 7% in 2006.
- Twenty-five percent of California firms either reduced benefits or increased cost sharing for employees in the past year, while 22% increased employees’ share of the premium (compared to 15% in 2010).
- Thirty-six percent of California firms say they are “very” or “somewhat” likely to increase the amount workers pay for premiums in the coming year.

Additional information on the project methodology is available at the end of the presentation on page 41.

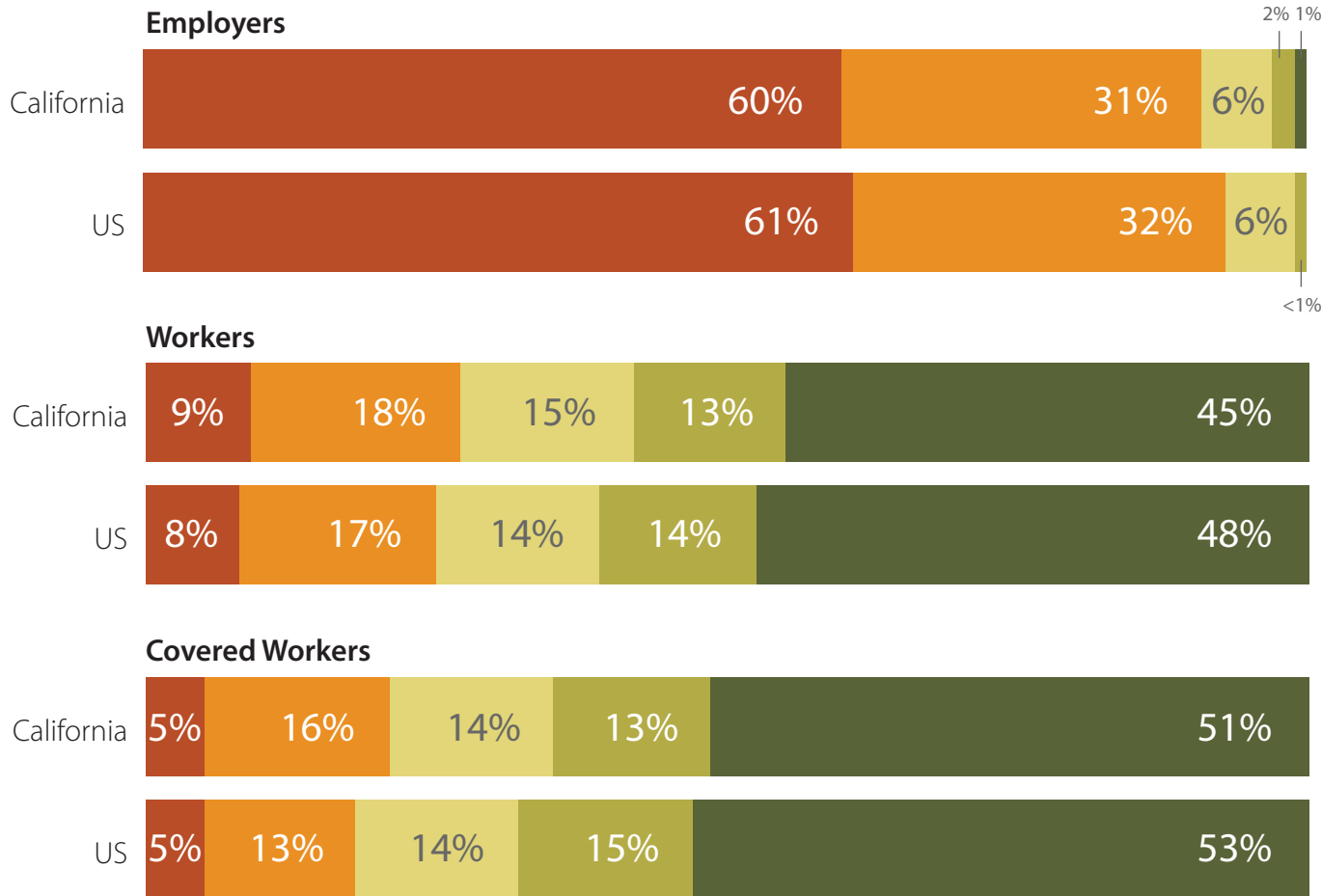
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Employers, Workers, and Covered Workers, by Firm Size, California vs. the United States, 2011*

NUMBER OF WORKERS

■ 3 to 9
 ■ 10 to 49
 ■ 50 to 199
 ■ 200 to 999
 ■ 1,000+



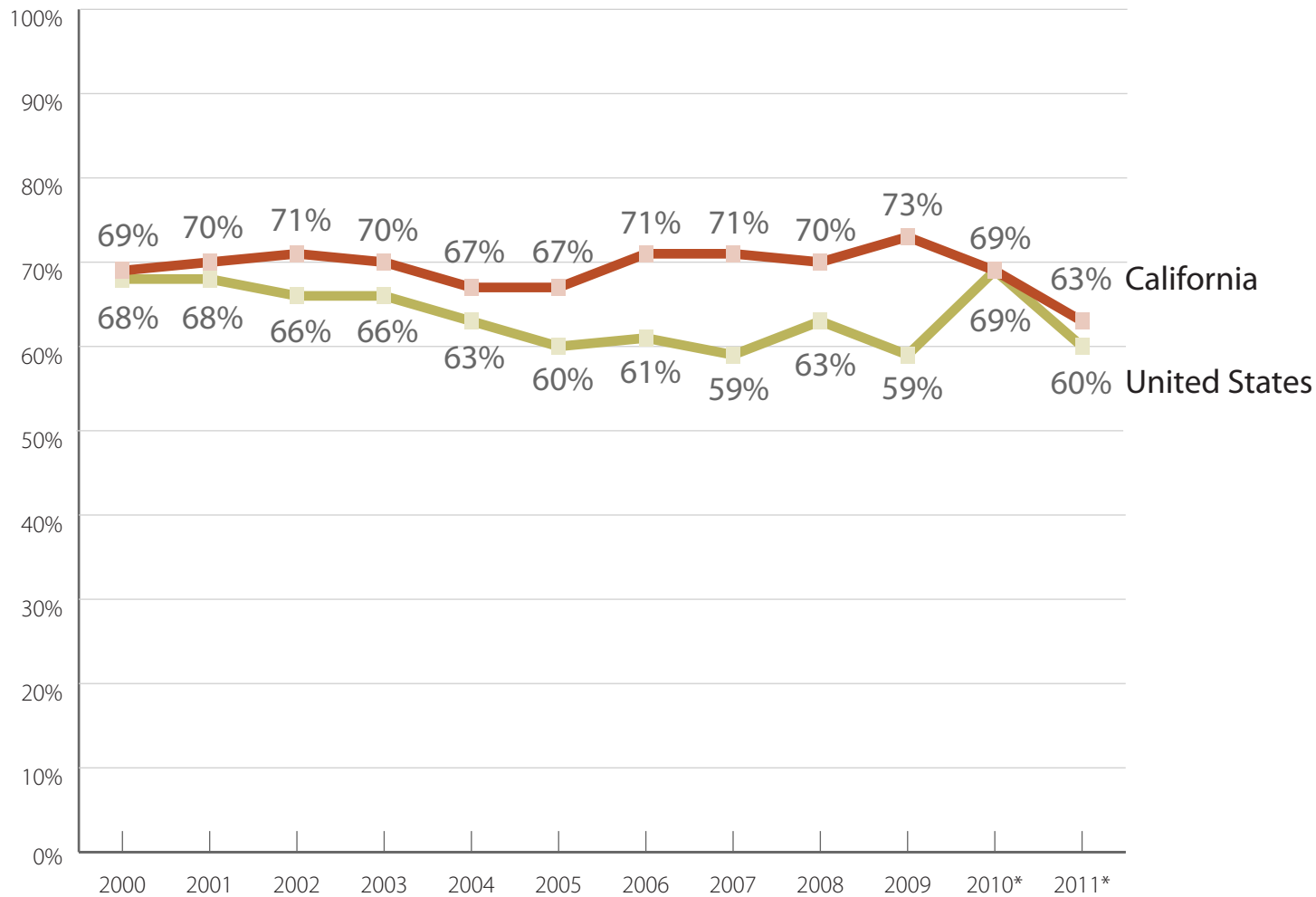
*Tests found no statistically different distributions between California and the United States.

Note: In this report, numbers may not add up to 100% due to rounding.

Sources: California HealthCare Foundation/NORC California Employer Health Benefits Survey; 2011. Author analysis of data from the Kaiser/HRET Survey of Employer-Sponsored Health Benefits; 2011.

California firms with three to 49 workers accounted for 91% of employers but just 27% of all workers and 21% of covered workers.

Employers Offering Coverage, California vs. the United States, 2000 – 2011

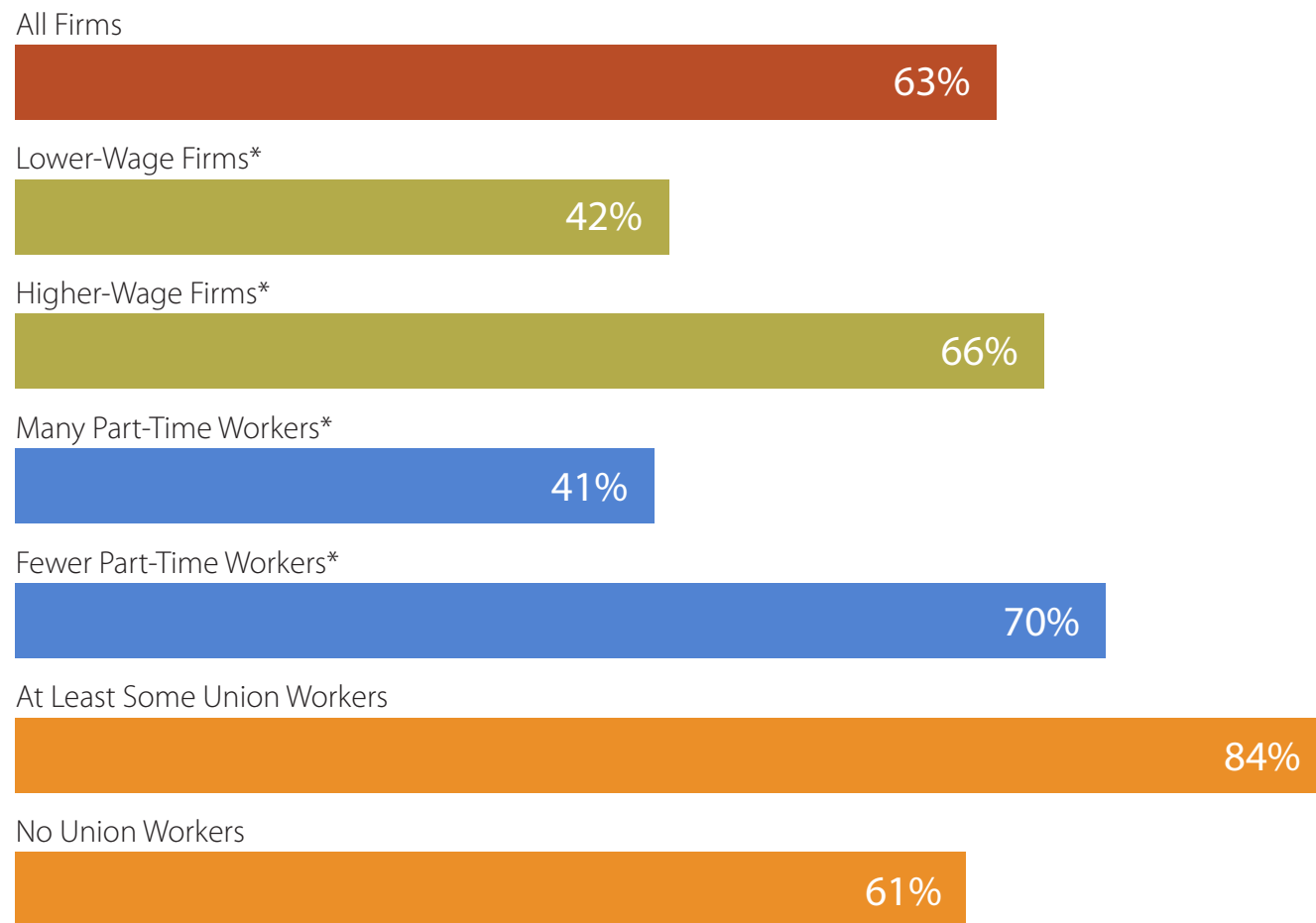


The offer rate for employers declined significantly from 73% to 63% over the last two years. This is a departure from previous years and could be an early sign of future changes.

*US estimates are statistically different from the previous year shown.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007–2011. CHCF/HSC California Employer Health Benefits Survey: 2005–2006. CHCF/HRET California Employer Health Benefits Survey: 2004. Kaiser/HRET California Employer Health Benefits Survey: 2000–2003. Kaiser/HRET Survey of Employer-Sponsored Health Benefits: 2000–2011.

Employers Offering Coverage, by Firm Characteristics, California, 2011



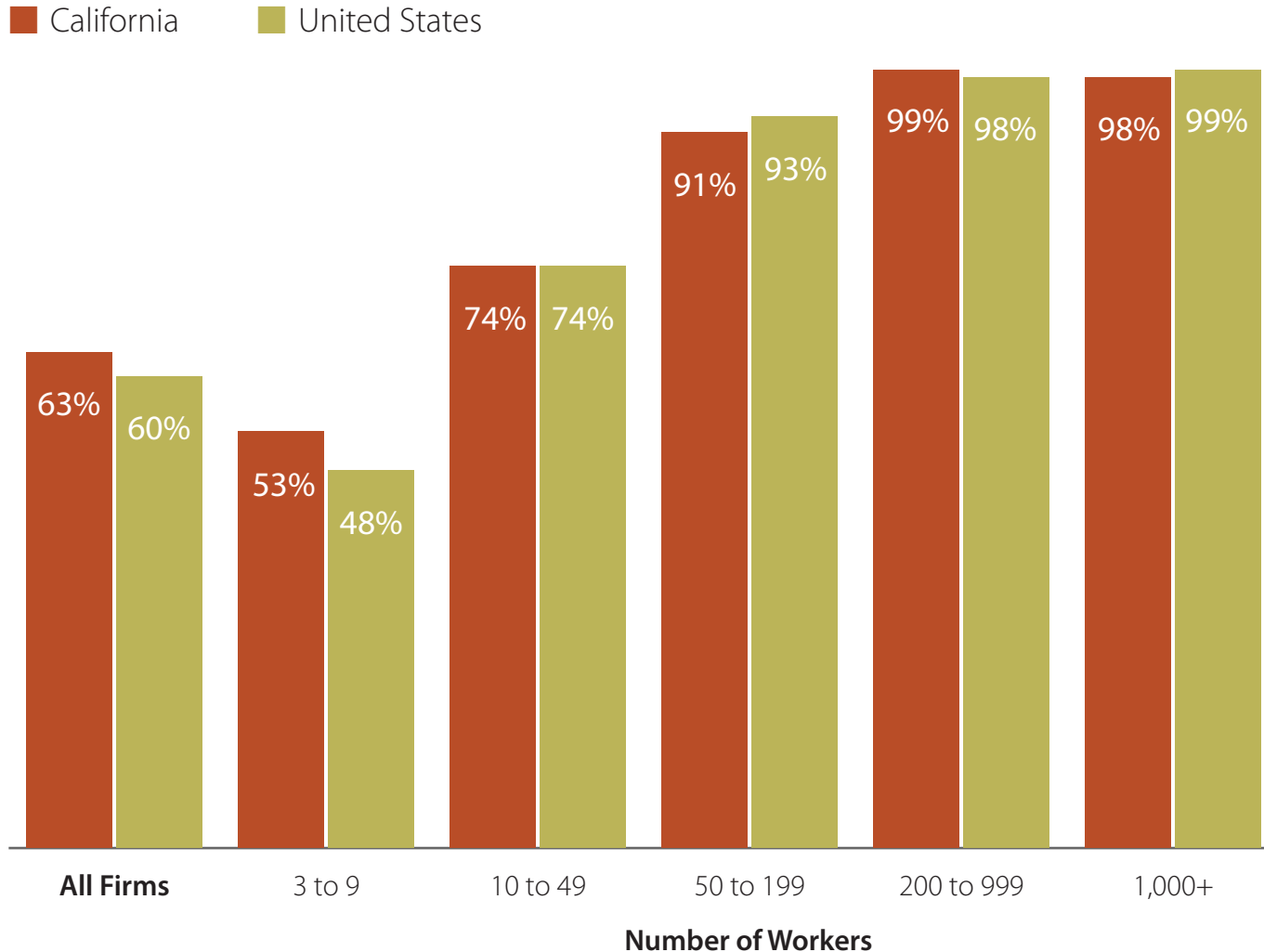
*Estimates are statistically different between lower- and higher-wage firms, and between many and fewer part-time workers.

Notes: Lower-Wage Firms are defined as those in which at least 35% of workers earn \$23,000 or less per year. Higher-Wage Firms are those in which less than 35% of workers earn \$23,000 or less. Many Part-Time Workers are firms in which at least 35% of workers work part-time. Fewer Part-Time Workers are firms in which less than 35% work part-time.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

The probability of employers offering coverage varied widely by firm characteristics. Only 42% of lower-wage firms offered health benefits in 2011, versus 66% of higher-wage ones.

Employers Offering Coverage, by Firm Size, California vs. the United States, 2011*



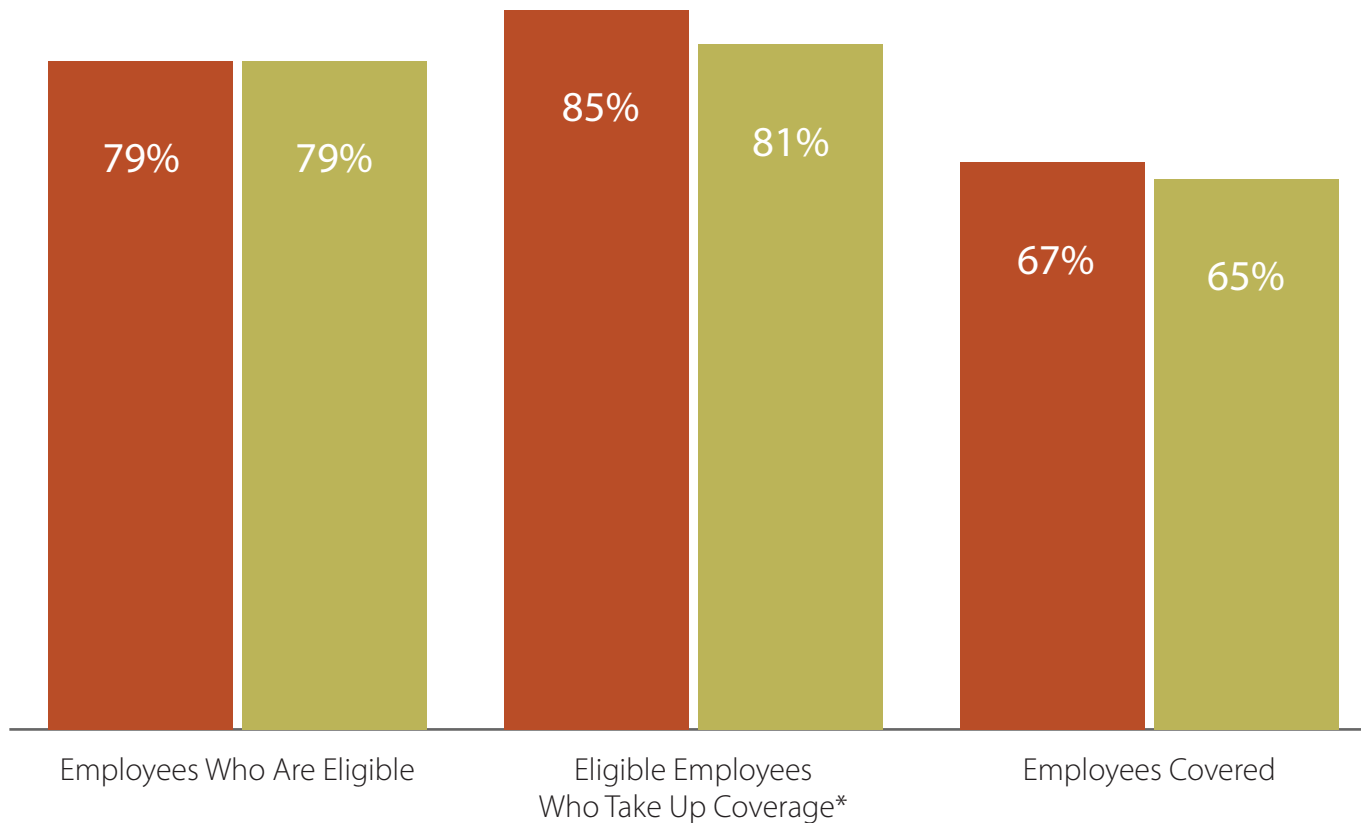
Slightly more than half of California's smaller firms (three to nine workers) provided coverage in 2011, while the vast majority of larger firms did so. Offer rates were generally comparable in California and the nation.

*Tests found no statistically different estimates between California and the United States.

Sources: California HealthCare Foundation/NORC California Employer Health Benefits Survey; 2011. Author analysis of data from the Kaiser/HRET Survey of Employer-Sponsored Health Benefits; 2011.

Employee Eligibility, Take-Up Rates, and Coverage, California vs. the United States, 2011

■ California ■ United States

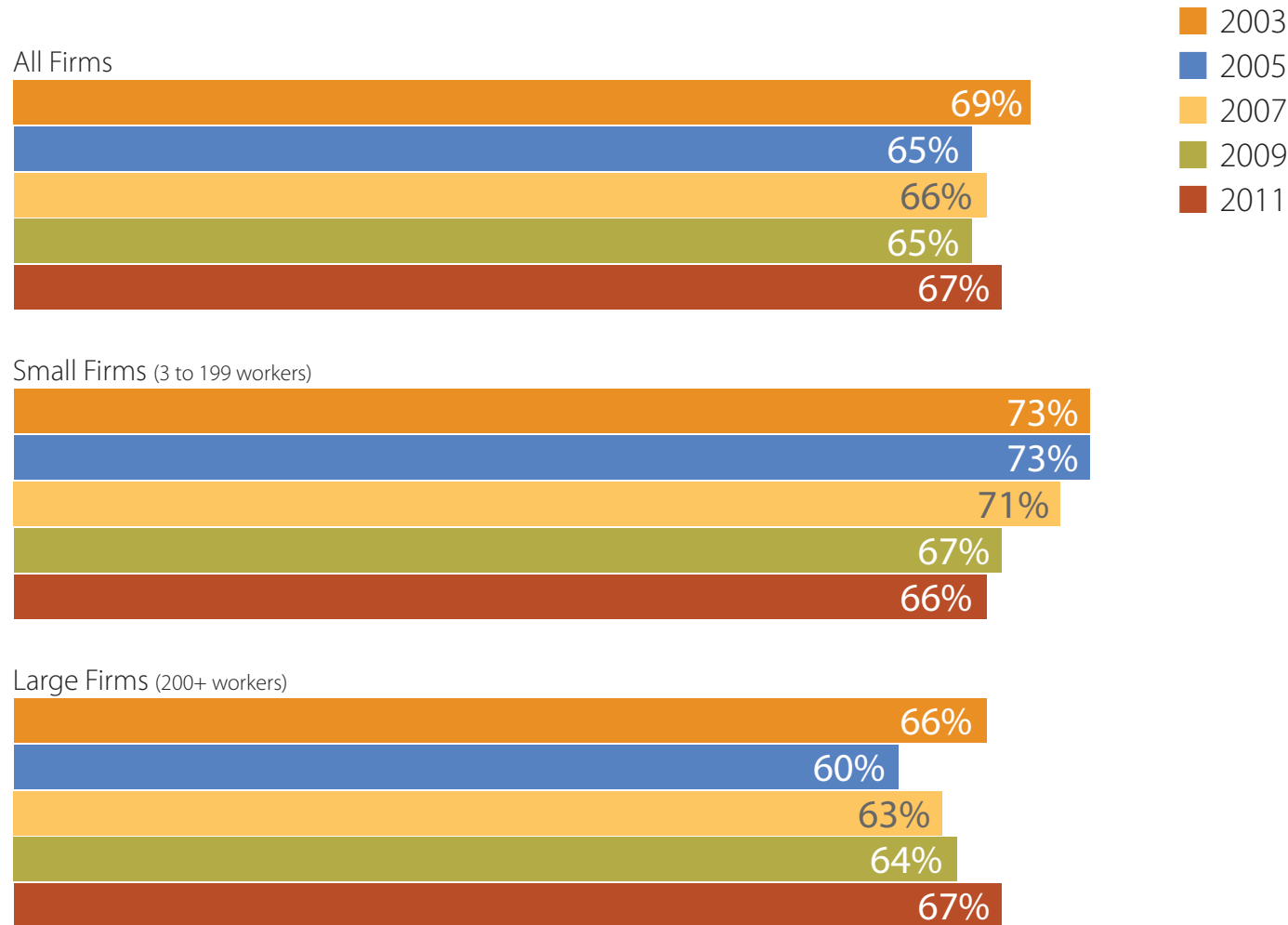


*Estimates are statistically different between California and the United States.

Sources: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011. Kaiser/HRET Survey of Employer-Sponsored Health Benefits: 2011.

Nearly 80% of California employees working in firms offering coverage were eligible for health benefits, and 85% of those elected to enroll. Overall 67% of all employees received coverage from their firm.

Worker Coverage Rates, Among Offering Firms, by Firm Size, California, 2003–2011, Selected Years*

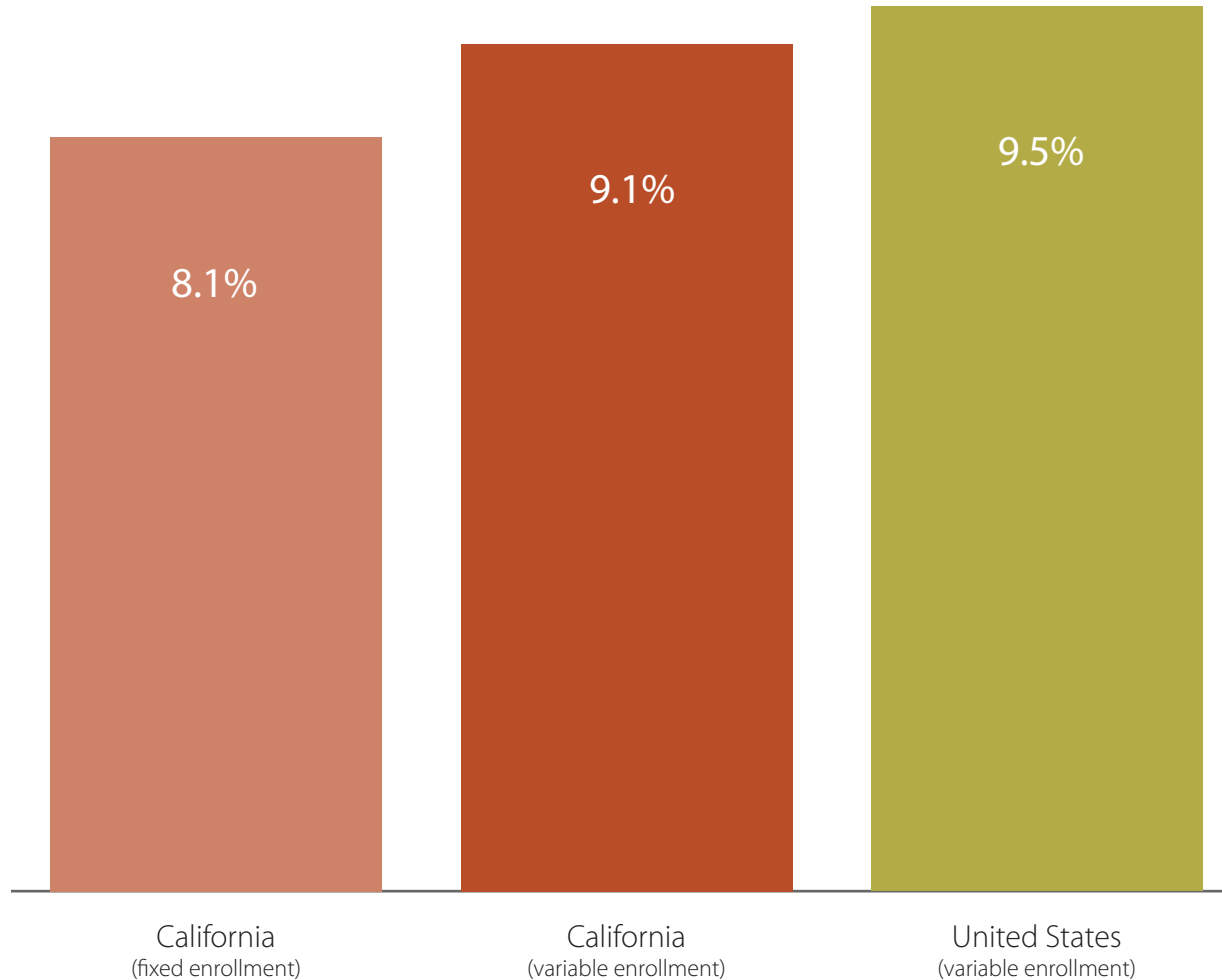


Insurance coverage rates have been fairly stable since 2003.

*Tests found no statistically different estimates from previous year shown within Firm Size.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007, 2009, and 2011. CHCF/HSC California Employer Health Benefits Survey: 2005. Kaiser/HRET California Employer Health Benefits Survey: 2003.

Average Increases in Premiums, Family Coverage, by Product Enrollment Status, California vs. the United States, 2011

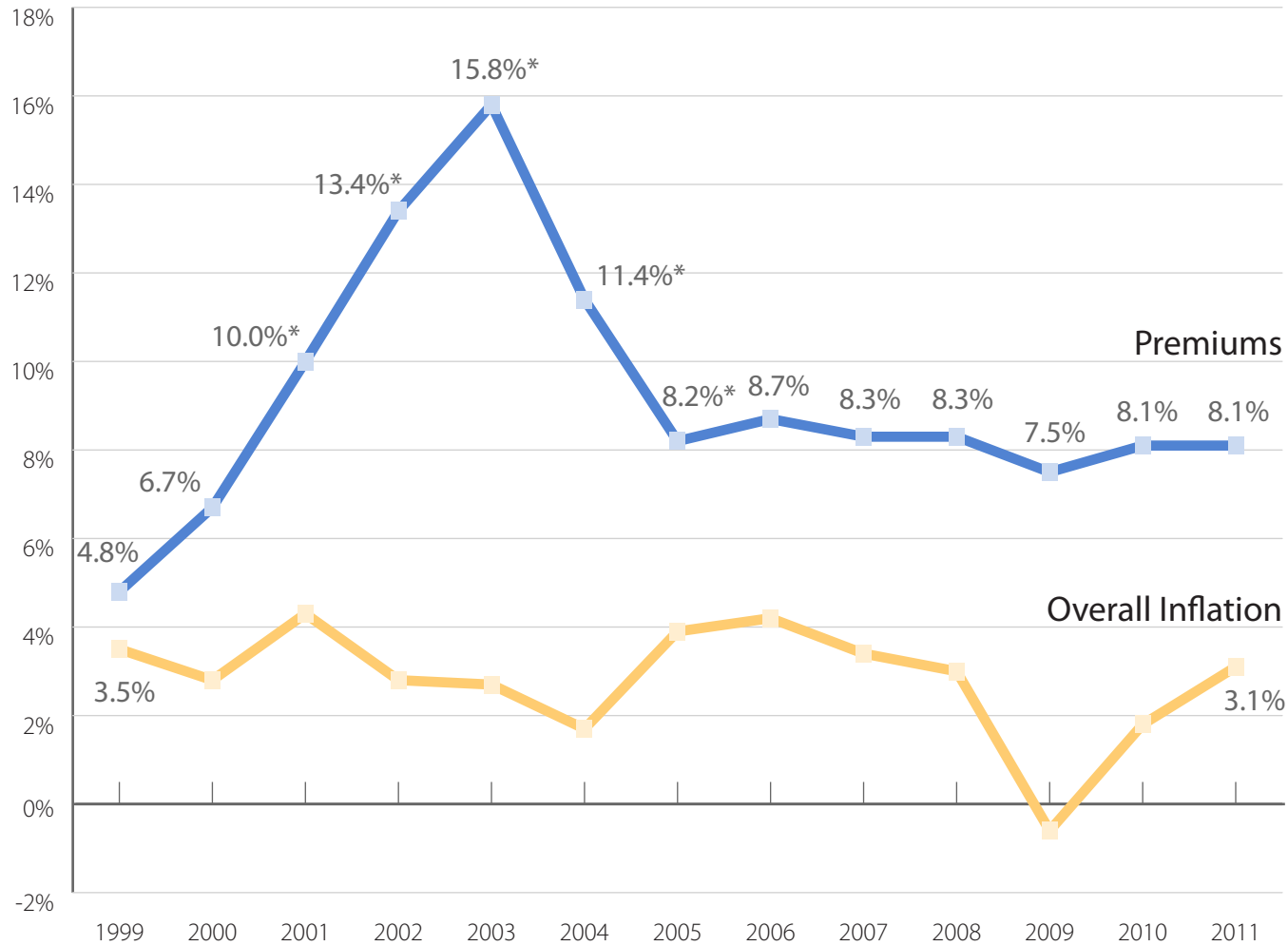


Among California firms that offered the same health plan or plans in 2010 and 2011 (fixed enrollment), the average family coverage premium increase for those plans was 8.1%.

When the calculation includes California firms that changed plans or had workers who switched plans (variable enrollment), the average family premium increase was 9.1%.

Sources: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011. Kaiser/HRET Survey of Employer-Sponsored Health Benefits: 2011.

Premium Increases Compared to Inflation, Family Coverage, California, 1999–2011

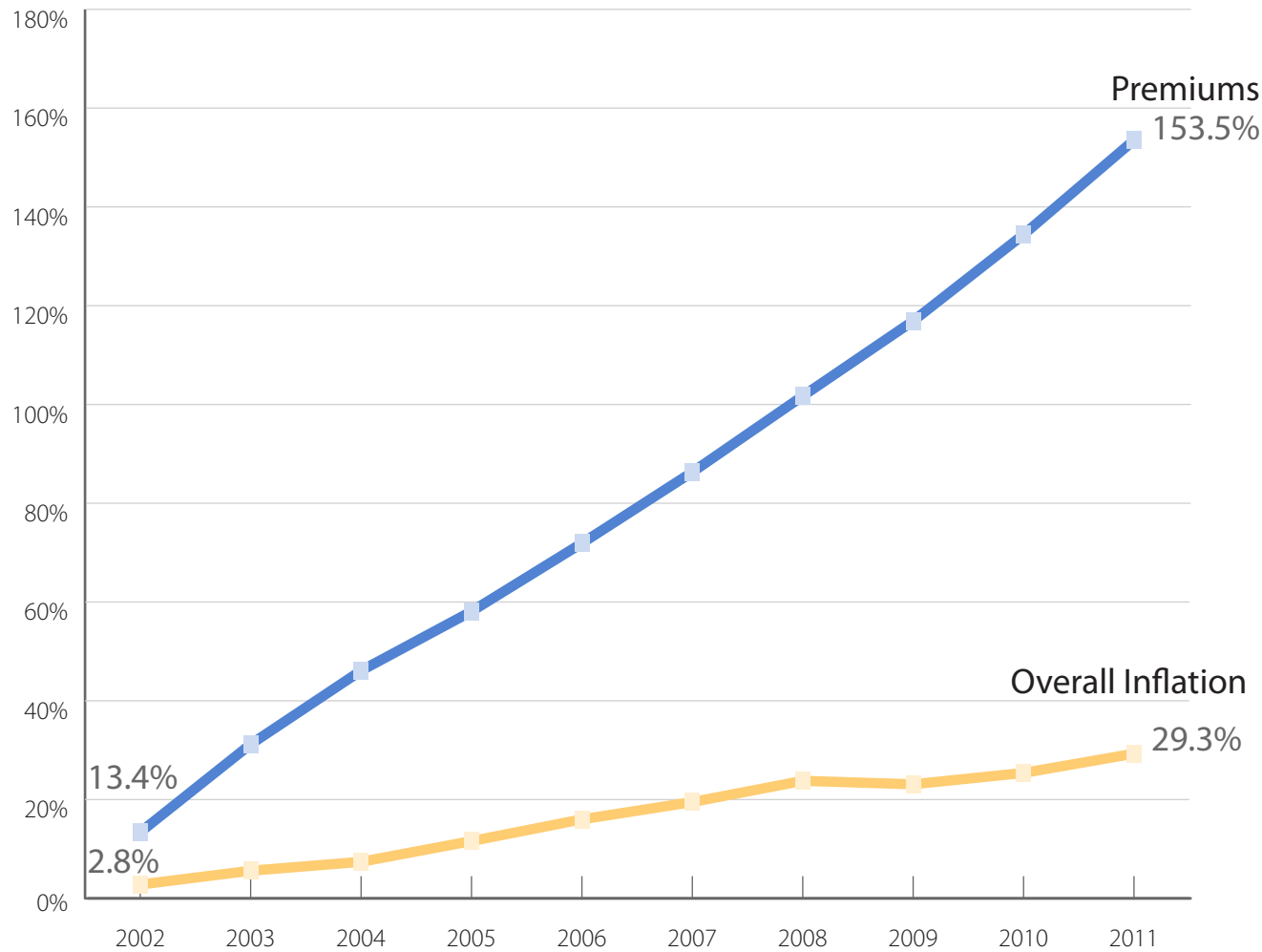


Health insurance premiums for family coverage in California grew by 8.1% in 2011, statistically unchanged in recent years. Premiums continue to rise much faster than the California inflation rate.

*Estimates are statistically different from the previous year shown.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007–2011. CHCF/HSC California Employer Health Benefits Survey: 2005–2006; CHCF/HRET California Employer Health Benefits Survey: 2004. Kaiser/HRET California Employer Health Benefits Survey: 1999–2003. California Division of Labor Statistics and Research, Consumer Price Index, California Average of Annual Inflation (April to April) 1999–2011.

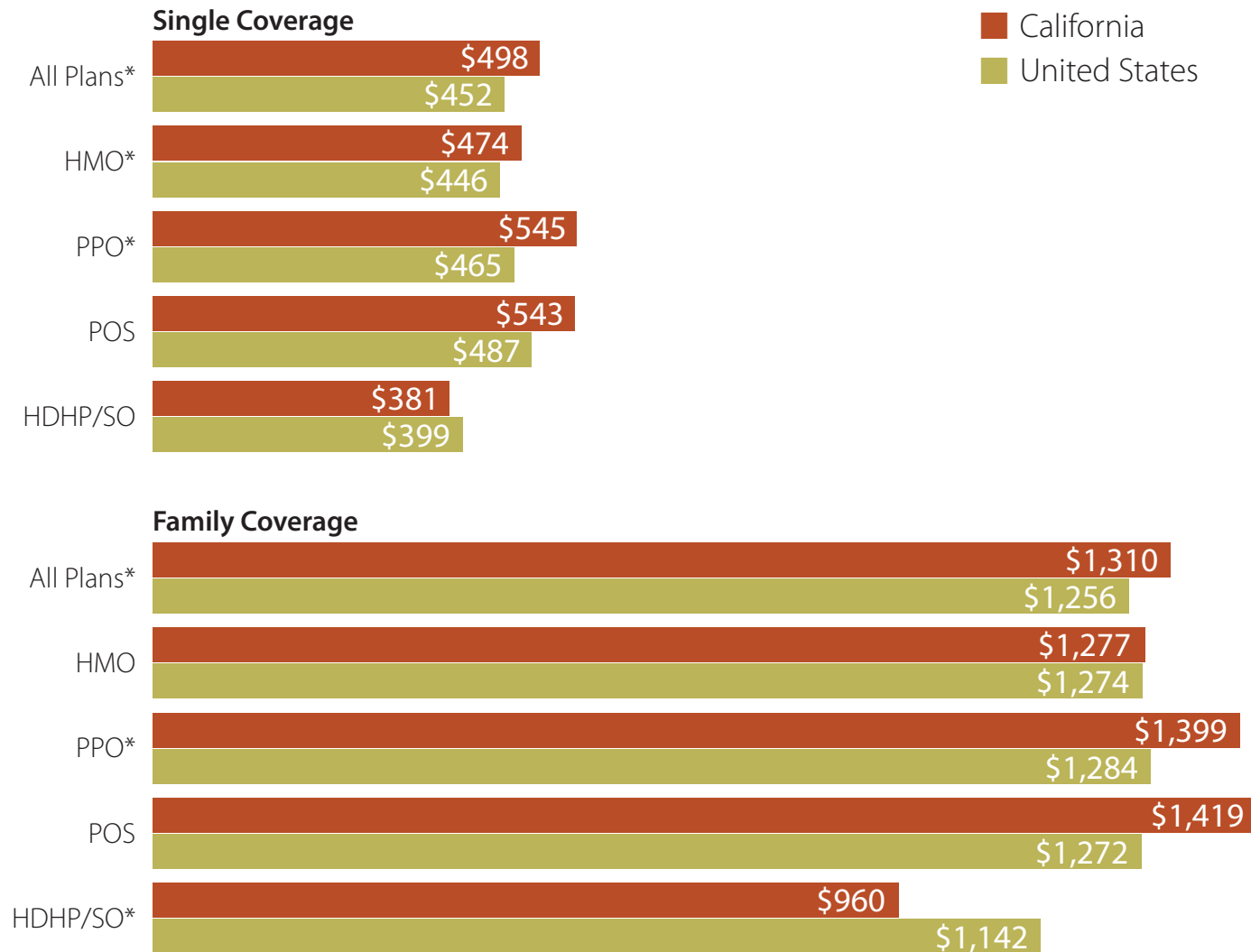
Cumulative Premium Increases Compared to Inflation, Family Coverage, California, 2002–2011



Since 2002, health insurance premiums in California have increased by 153.5%, more than five times the 29.3% increase in the state’s overall inflation rate.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007–2011. CHCF/HSC California Employer Health Benefits Survey: 2005–2006. CHCF/HRET California Employer Health Benefits Survey: 2004. Kaiser/HRET California Employer Health Benefits Survey: 2002–2003. California Division of Labor Statistics and Research, Consumer Price Index, California Average of Annual Inflation (April to April) 2002–2011.

Average Monthly Premiums, by Plan Type, California vs. the United States, 2011

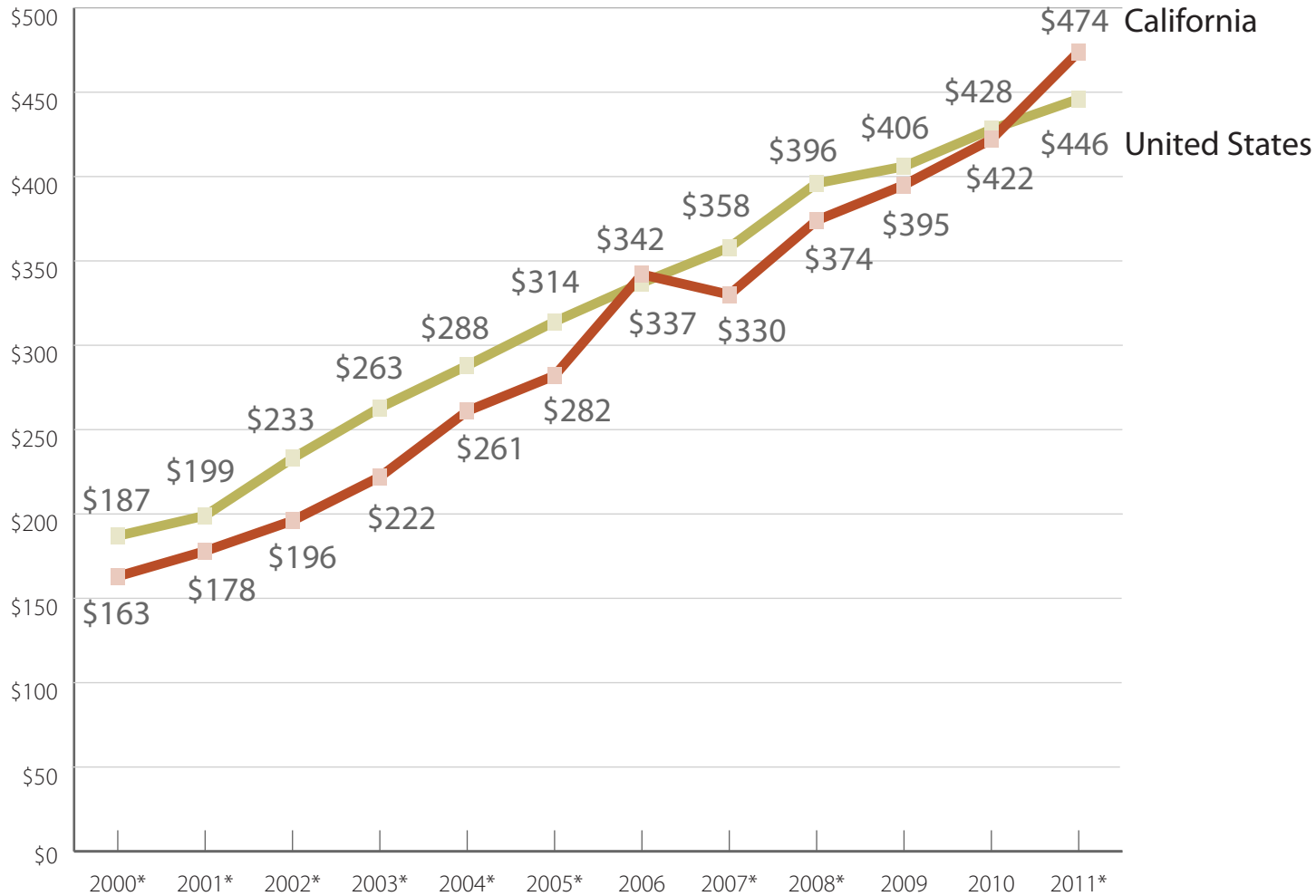


Average monthly premiums for both single and family coverage were significantly greater in California than nationally.

*Estimates are statistically different between California and the United States.

Sources: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011. Kaiser/HRET Survey of Employer-Sponsored Health Benefits: 2011.

Average Monthly HMO Premiums, Single Coverage, California vs. the United States, 2000–2011



Between 2010 and 2011, the monthly HMO premiums for single coverage increased in California. Premiums in California now exceed the national figure.

*Estimates are statistically different between California and the United States.

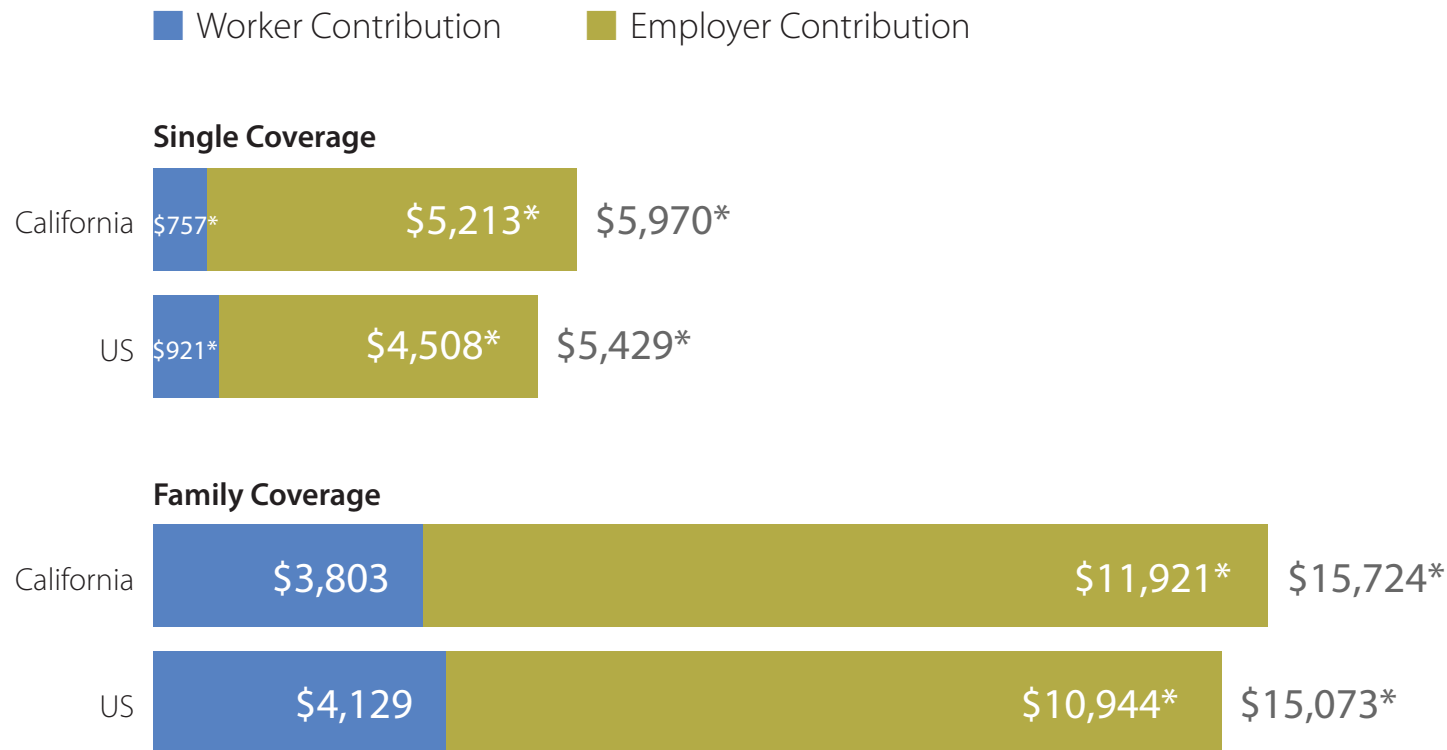
Note: Annual rate of change for HMO single premiums should not be calculated by comparing dollar values from one year with the previous year, due to both the survey's sampling design and the way in which plan information is collected. Rates of change in family premiums are collected directly as a question in the survey (no change data for single premiums are collected).

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007–2011. CHCF/HSC California Employer Health Benefits Survey: 2005–2006. CHCF/HRET California Employer Health Benefits Survey: 2004. Kaiser/HRET California Employer Health Benefits Survey: 2000–2003. Kaiser/HRET Employer Health Benefits Survey: 2000–2011.

Annual Worker and Employer Premium Contributions, California vs. the United States, 2011

While annual premiums for both single and family coverage were higher in California than the nation, employers in the state contributed more toward the premiums

Employers in California contributed \$5,213 annually for single coverage and \$11,921 for family coverage.



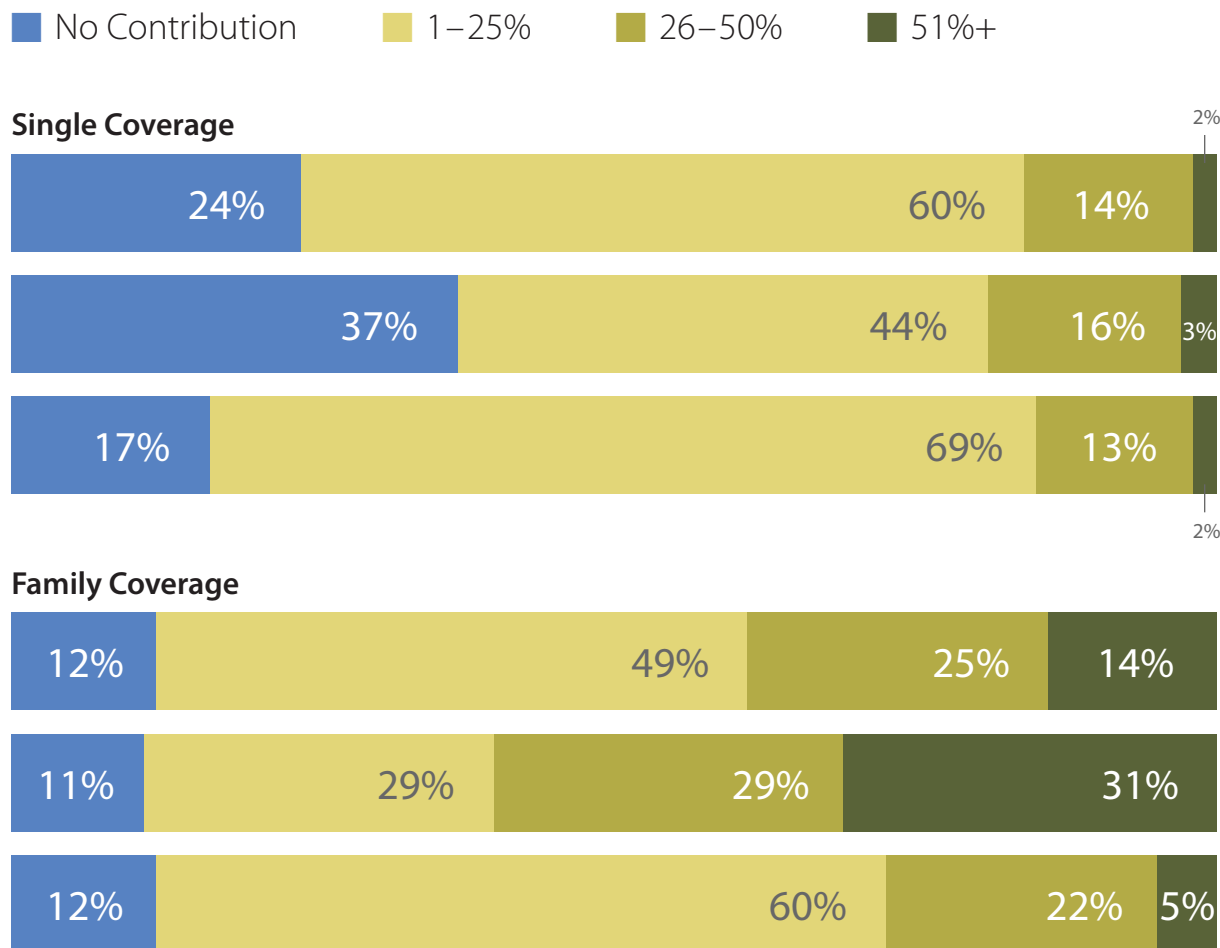
*Estimates are statistically different between California and the United States within coverage type.

Sources: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011. Kaiser/HRET Survey of Employer-Sponsored Health Benefits: 2011.

Worker Share of Premium, by Firm Size, California, 2011

In 2011, almost one in four covered California employees worked for firms that paid the full premium for single coverage.

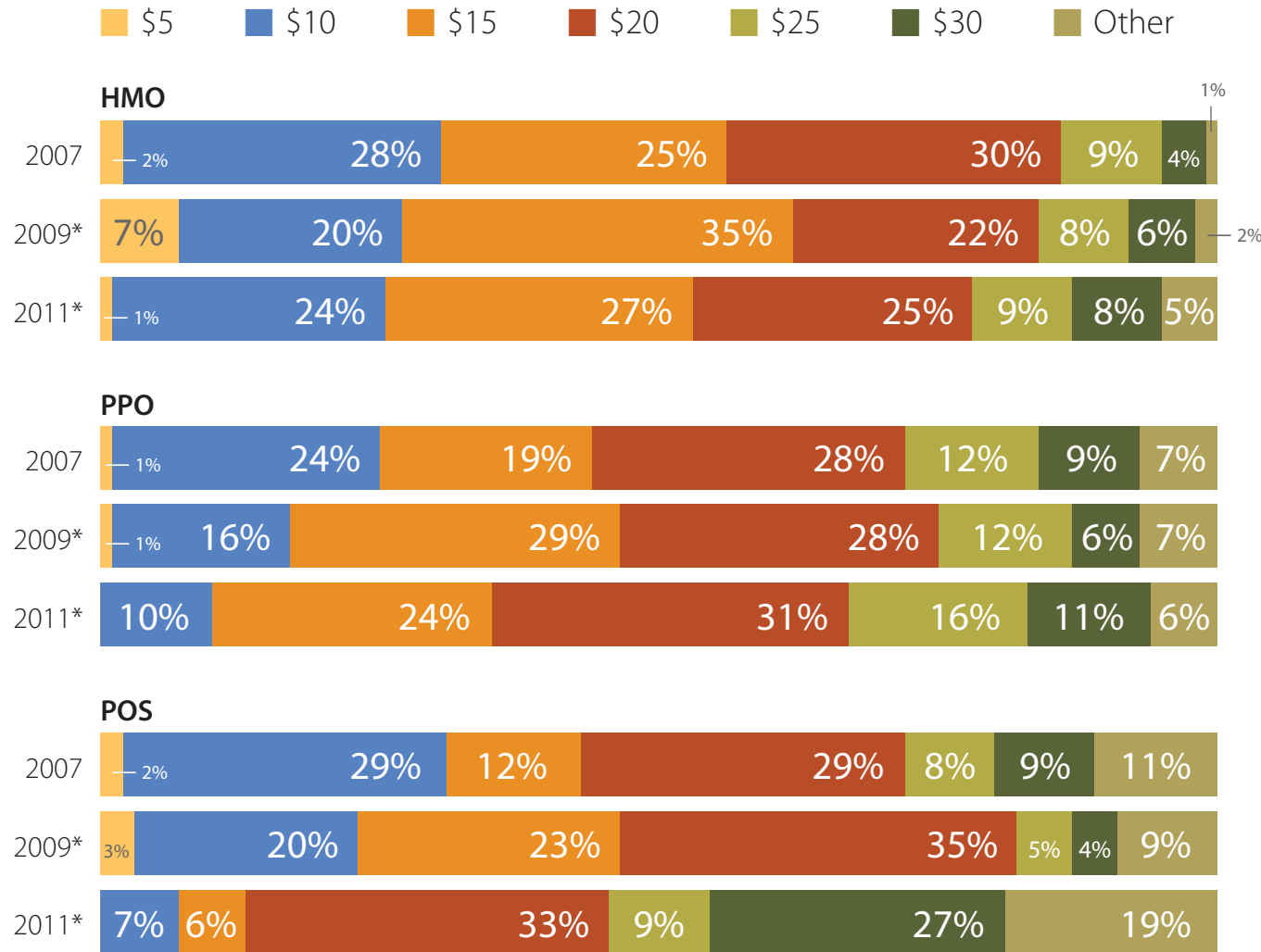
Employees of small firms were more likely to cover half of the family premium than workers in large firms.



*Distribution is statistically different from All Firms.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Workers with Specified Office Visit Copayments, by Plan Type, California, 2007–2011, Selected Years



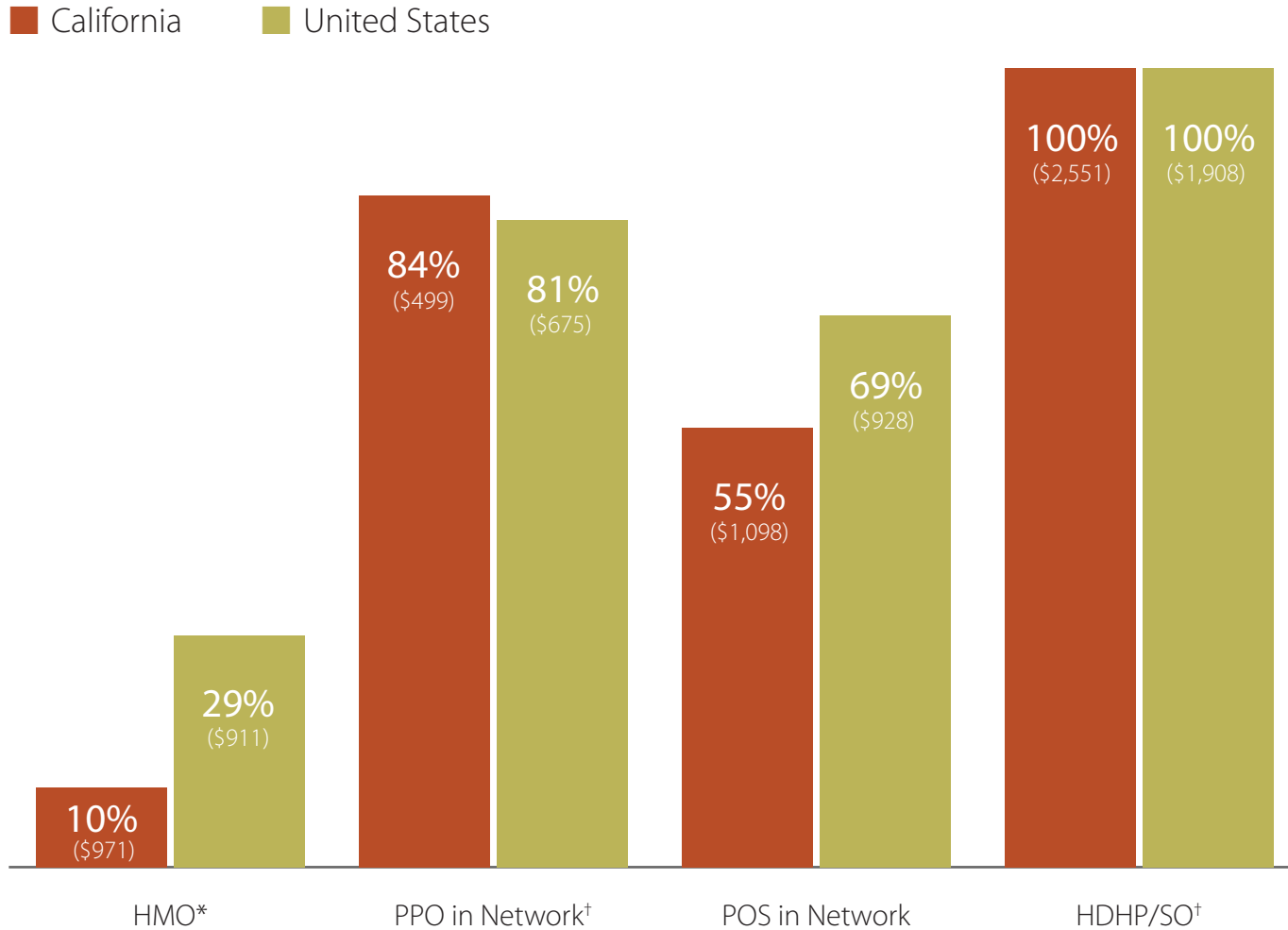
Copayments for office visits increased substantially for all types of plans from 2007 to 2011, with \$15 the most common amount for HMO plans and \$20 the most common amount for PPO and POS plans.

*Distribution is statistically different from previous year shown.

Note: Segments may not add to 100% due to rounding.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007, 2009, and 2011.

Workers with Annual Deductible, Single Coverage, by Plan Type, California vs. the United States, 2011



Workers enrolled in PPOs were much more likely to have an annual deductible than those in HMOs or POS plans.

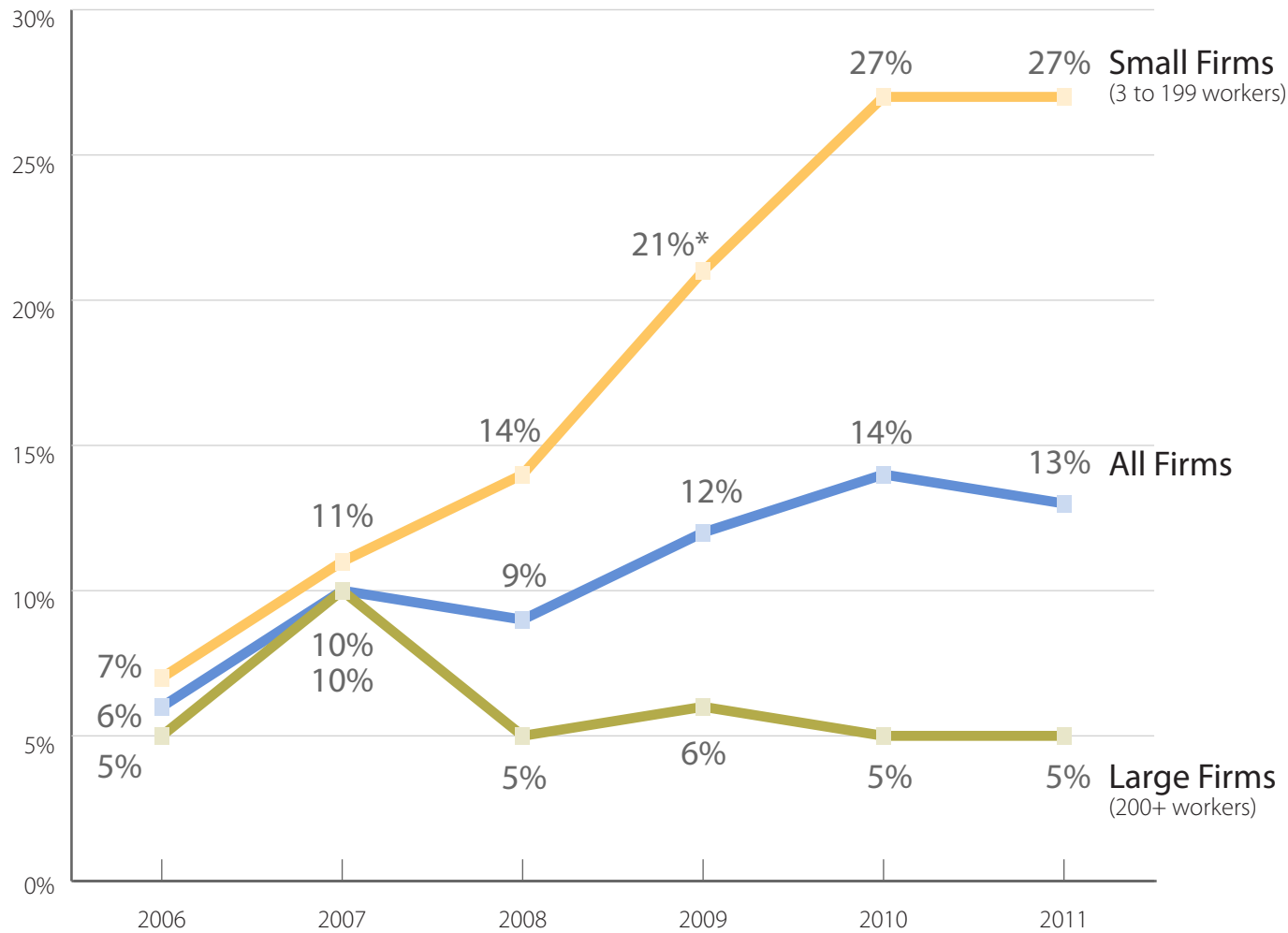
Deductibles averaged \$499 for PPO single coverage in California, versus \$675 in the nation.

*Percentages are statistically different between California and the United States.

†Average deductibles are statistically different between California and the United States.

Sources: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011. Kaiser/HRET Survey of Employer-Sponsored Health Benefits: 2011.

Workers with a Large Deductible (\$1,000+), Single Coverage, by Firm Size, California, 2006–2011

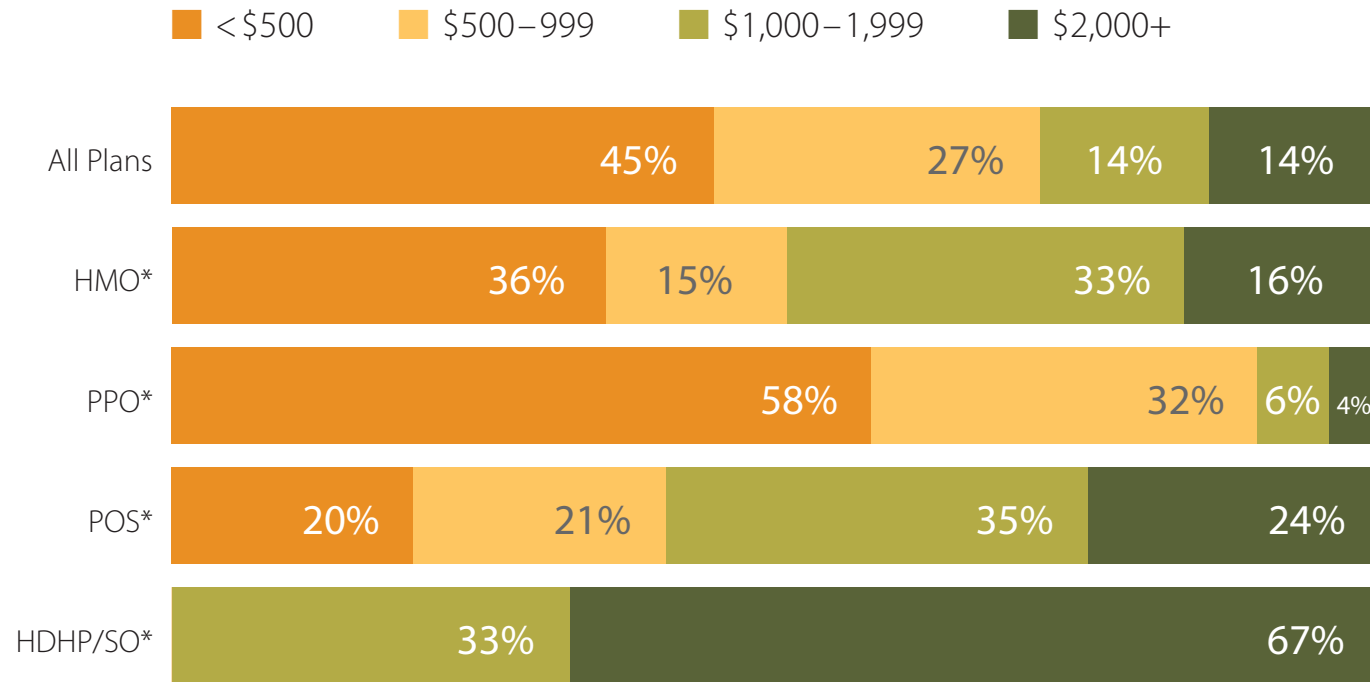


Twenty-seven percent of covered California workers in small firms had a deductible of \$1,000 or more for single coverage in 2011, compared with just 7% in 2006. In large firms, only 5% of covered workers had a deductible of \$1,000 or more.

*Estimate is statistically different from previous year shown by firm size.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007–2011. CHCF/HSC California Employer Health Benefits Survey: 2006.

Workers with Deductible for Single Coverage, by Plan Type, California, 2011



Among California workers with a deductible for single coverage, 45% had a deductible of less than \$500, while 28% had a deductible of \$1,000 or more.

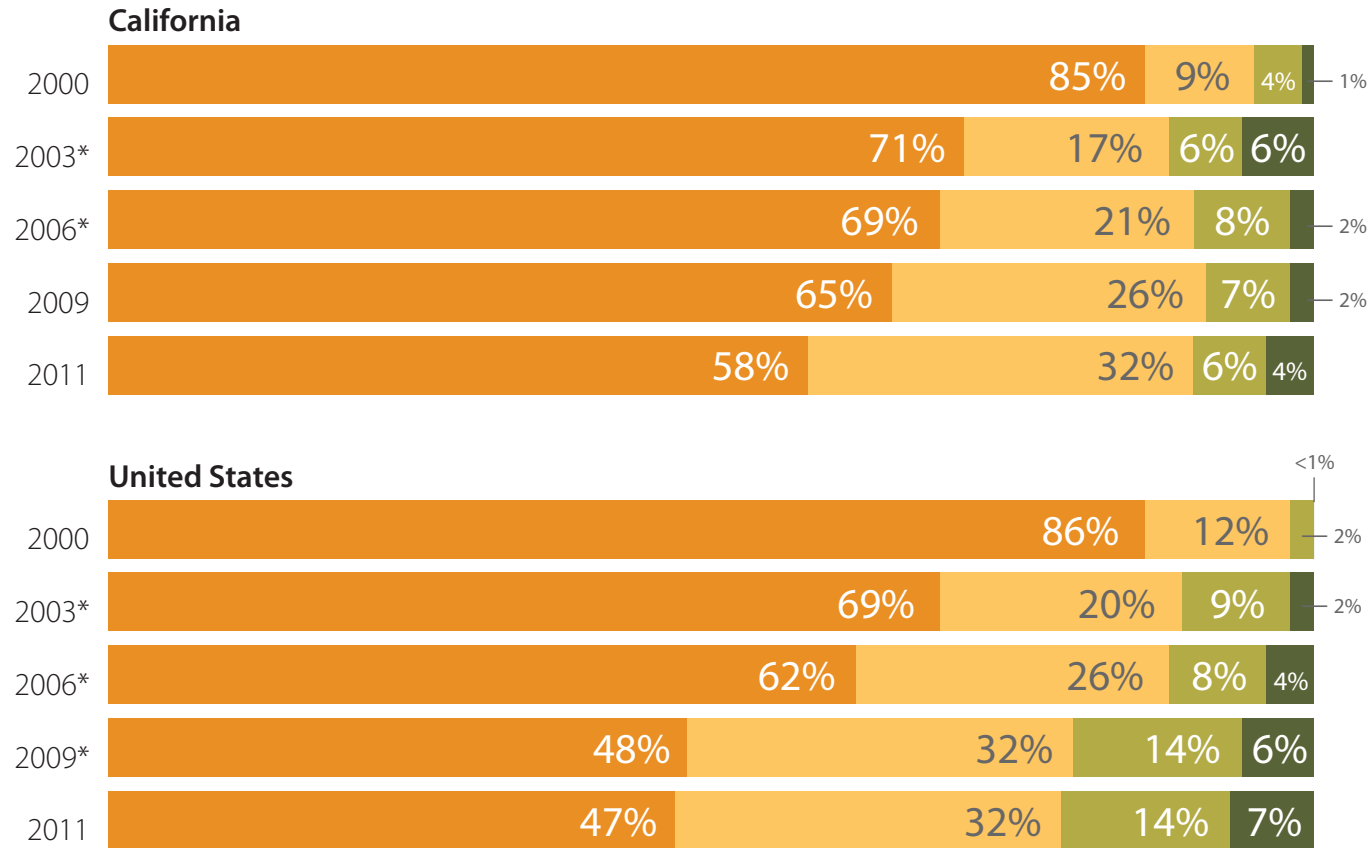
*Distribution is statistically different from All Plans.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Deductible for Single PPO Coverage, California vs. the United States, 2000–2011, Selected Years

PERCENTAGE OF WORKERS WITH SPECIFIED DEDUCTIBLE RANGES

■ < \$500
 ■ \$500–999
 ■ \$1,000–1,999
 ■ \$2,000+



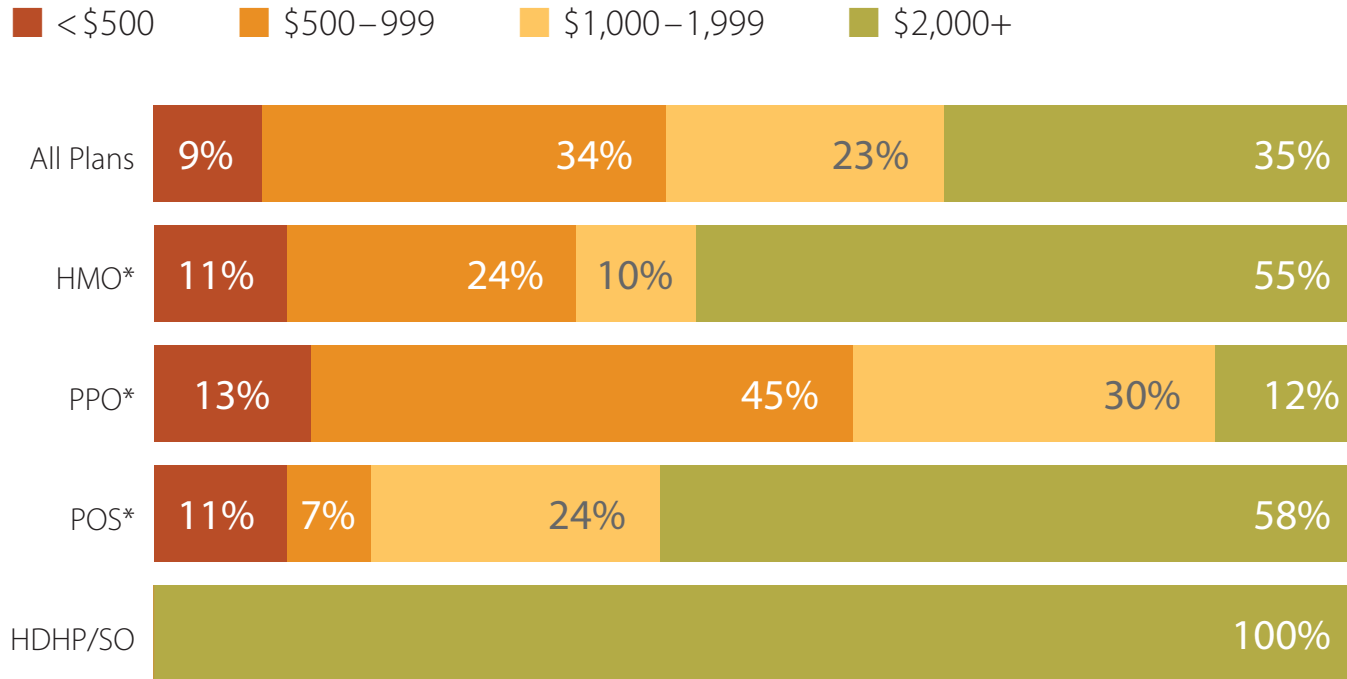
Since 2000, workers in California and the nation have experienced significant increases in deductibles for PPO coverage.

*Distribution is statistically different from previous year shown.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2009, 2011. CHCF/HSC California Employer Health Benefits Survey: 2006. Kaiser/HRET California Employer Health Benefits Survey: 2000, 2003. Kaiser/HRET Employer Health Benefits Survey: 2000, 2003, 2006, 2009, and 2011.

Deductible for Family Coverage, by Plan Type, California, 2011

AMONG WORKERS WITH AN AGGREGATE DEDUCTIBLE, PERCENTAGE WITH SPECIFIED DEDUCTIBLE RANGES



Among California workers with an aggregate family deductible, 43% had a deductible of less than \$1,000 for family coverage, while 35% of workers faced an annual family deductible of \$2,000 or more.

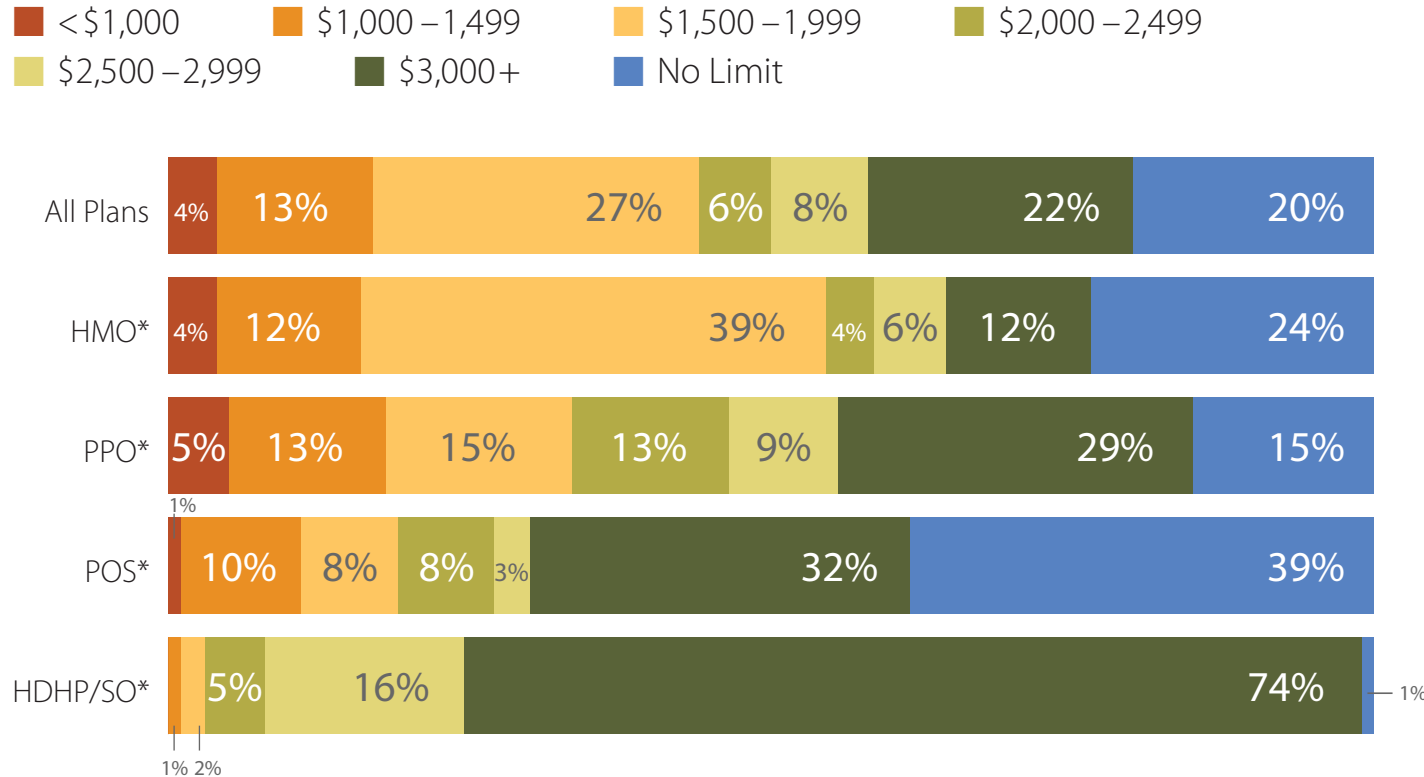
*Distribution is statistically different from All Plans. No test was done comparing HDHP/SO with All Plans.

Notes: An aggregate deductible counts all family members' out-of-pocket expenses toward the deductible limit. Separate deductibles count each family member's expenses separately toward per-person limits. Segments may not add to 100% due to rounding.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Annual Out-of-Pocket Limits, Single Coverage, by Plan Type, California, 2011

PERCENTAGE OF WORKERS WITH SPECIFIED LIMIT RANGES



The large majority of covered workers (80%) with single coverage had an annual out-of-pocket limit. Twenty-two percent had a limit of \$3,000 or more.

Those in a high-deductible health plan with a savings option (HDHP/SO) were the most likely to have a limit of \$3,000 or more (74%).

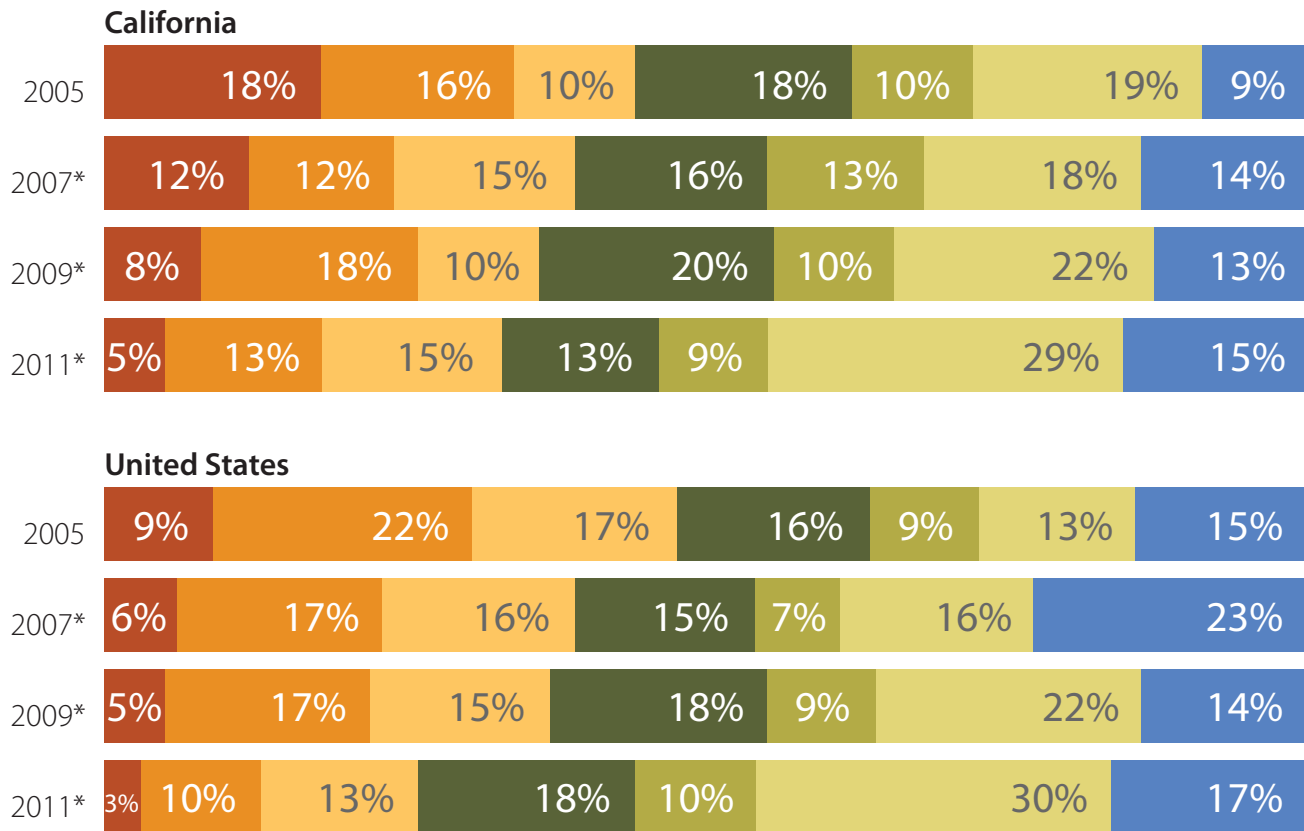
*Distribution is statistically different from All Plans.

Note: Since HMOs typically provide very comprehensive coverage, not having a limit on out-of-pocket expenditures does not expose enrollees to the same financial risk as it could in other plan types. Segments may not add to 100% due to rounding.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Annual Out-of-Pocket Limits, Single PPO Coverage, California vs. the United States, 2005 – 2011, Selected Years

PERCENTAGE OF WORKERS WITH SPECIFIED LIMIT RANGES



*Distribution is statistically different from previous year shown.

Note: Segments may not add to 100% due to rounding.

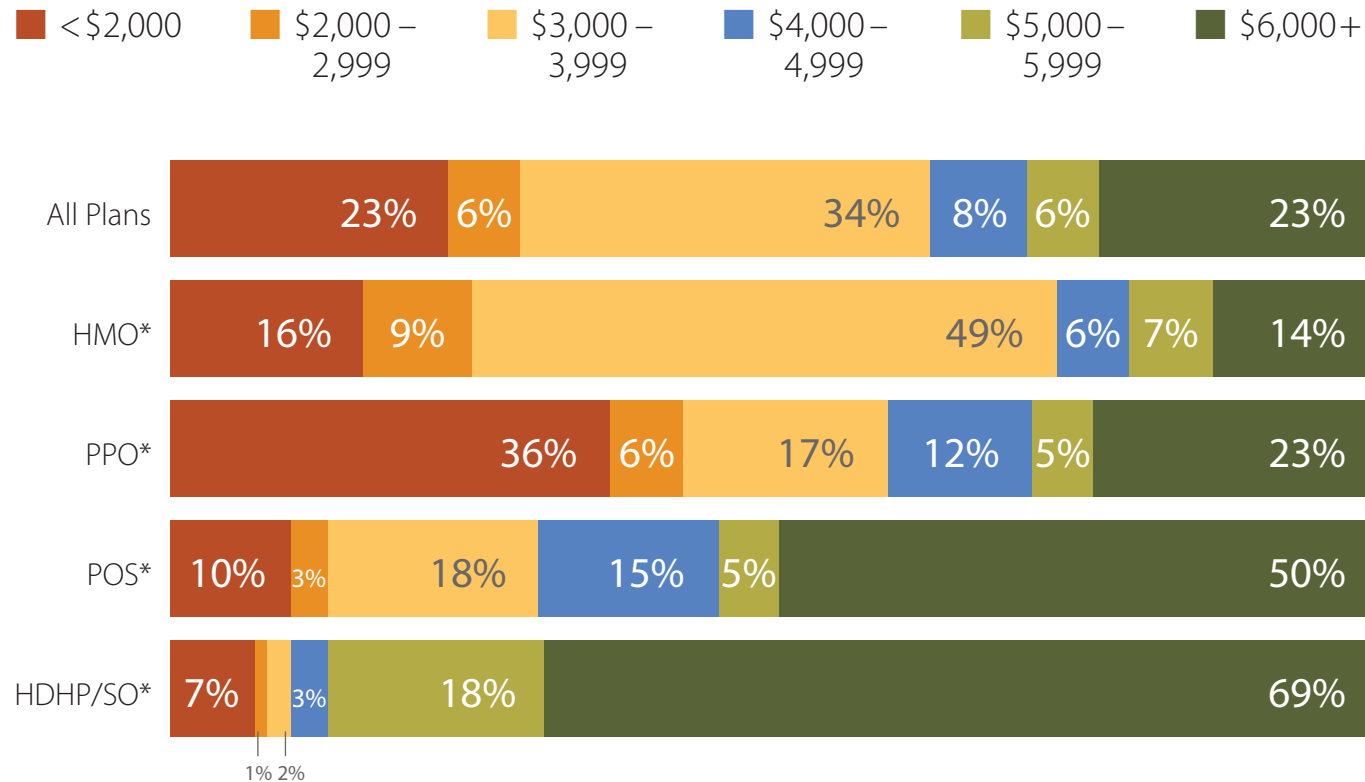
Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007, 2009, and 2011. CHCF/HSC California Employer Health Benefits Survey: 2005. Author analysis of data from Kaiser/HRET Survey of Employer-Sponsored Health Benefits: 2005, 2007, 2009, and 2011.

The proportion of California workers in PPOs with an out-of-pocket limit under \$1,500 decreased from 34% in 2005 to 18% in 2011.

A similar pattern of higher out-of-pocket limits was observed nationally.

Annual Out-of-Pocket Limits, Family Coverage, by Plan Type, California, 2011

AMONG WORKERS WITH AGGREGATE LIMIT, PERCENTAGE WITH SPECIFIED RANGES



Only 23% of covered workers in California with an aggregate out-of-pocket limit for family coverage had an annual limit under \$2,000. Almost 30% of workers with family coverage had a limit of \$5,000 or more, compared with 21% in 2009 (not shown).

*Distribution is statistically different from All Plans.

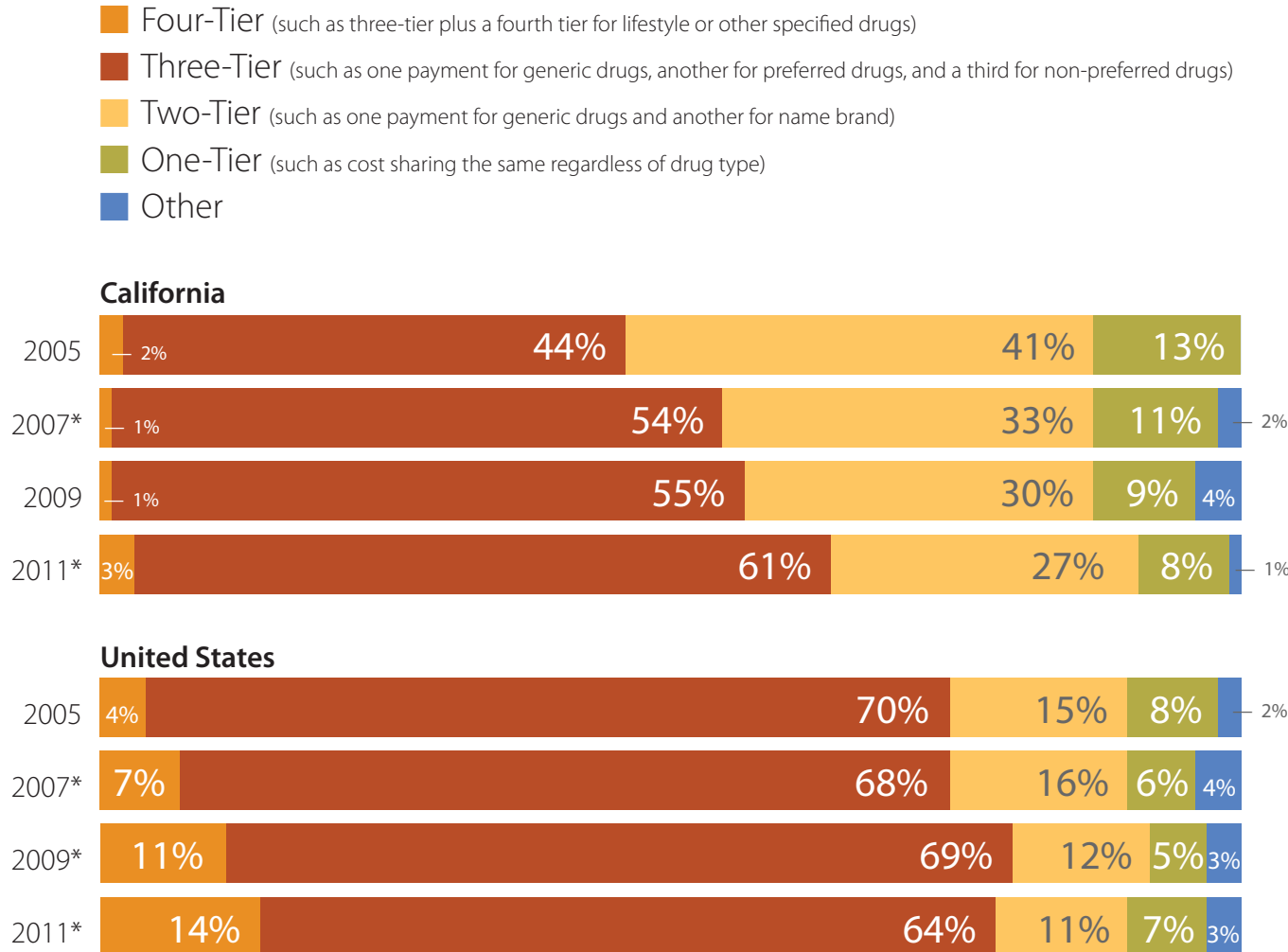
Notes: Since HMOs typically provide very comprehensive coverage, not having a limit on out-of-pocket expenditures does not expose enrollees to the same financial risk as it could in other plan types. Segments may not add to 100% due to rounding.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Workers' Cost Sharing for Prescriptions, California vs. the United States, 2005 – 2011, Selected Years

In 2011, 64% of covered California workers had a three- or four-tier cost-sharing formula for prescription drugs.

Nationally, more than three-fourths of covered workers were subject to three- or four-tier formulas.



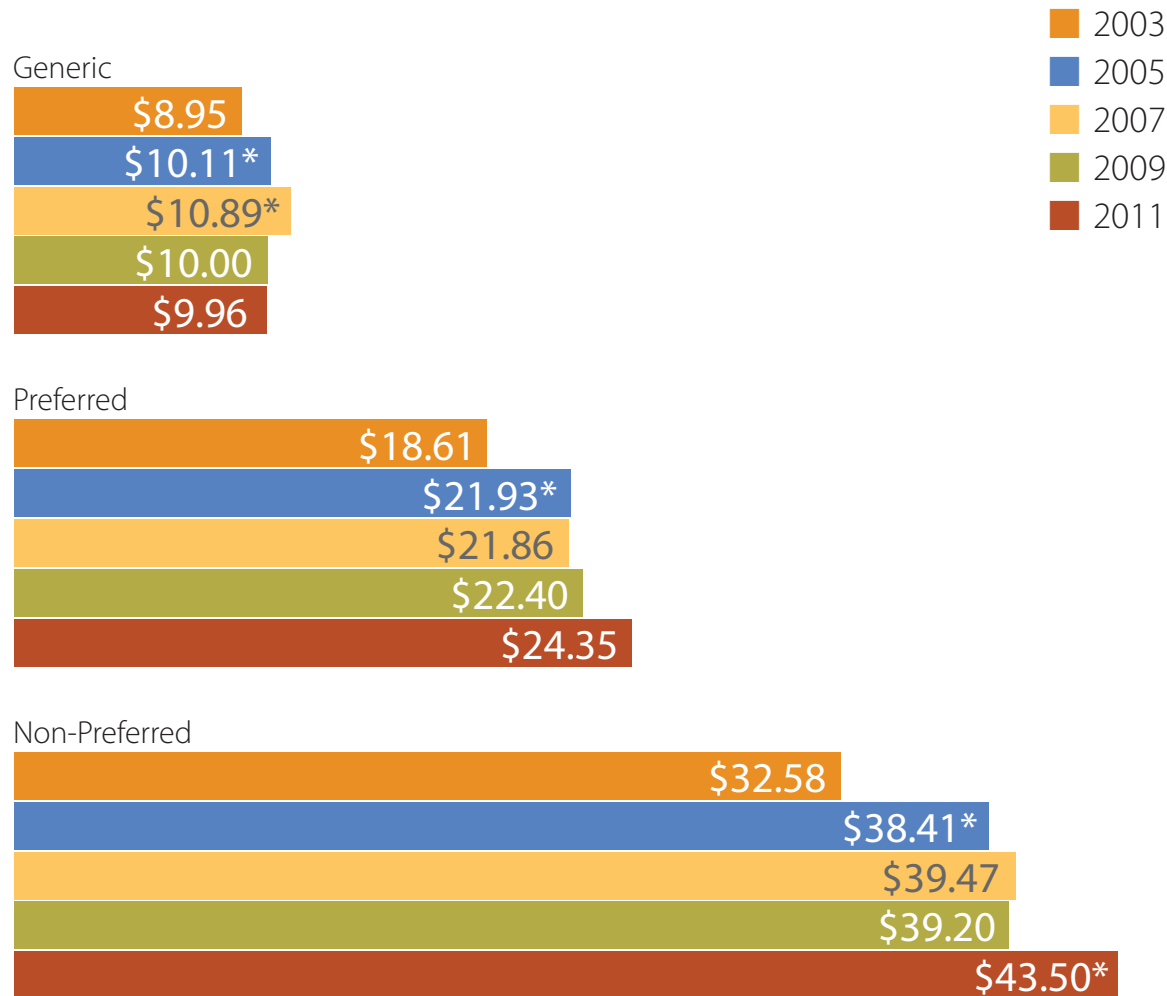
*Distribution is statistically different from previous year shown.

Note: Segments may not add to 100% due to rounding.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007, 2009, and 2011. CHCF/HSC California Employer Health Benefits Survey: 2005.

Author analysis of data from the Kaiser/HRET Employer Health Benefits Survey: 2005, 2007, 2009, and 2011.

Average Prescription Copayments, by Drug Type, California, 2003–2011, Selected Years

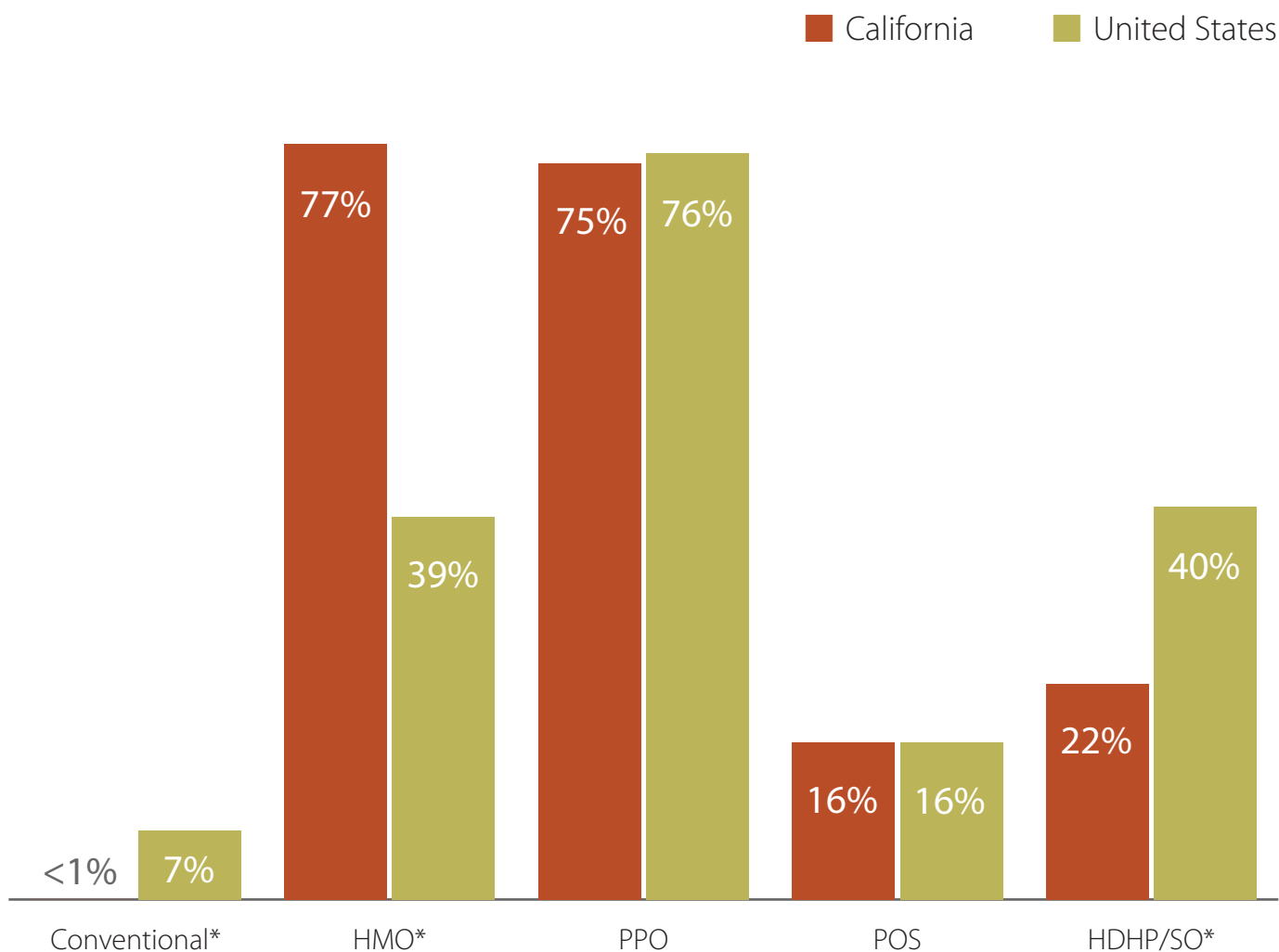


In 2011, average copayments for generic drugs were less than half what they were for preferred drugs, and less than one-fourth what they were for non-preferred drugs.

*Estimate is statistically different from previous year shown.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007, 2009, and 2011. CHCF/HSC California Employer Health Benefits Survey: 2005. CHCF/HRET California Employer Health Benefits Survey: 2003.

Worker Choice of Health Plans, by Type, California vs. the United States, 2011



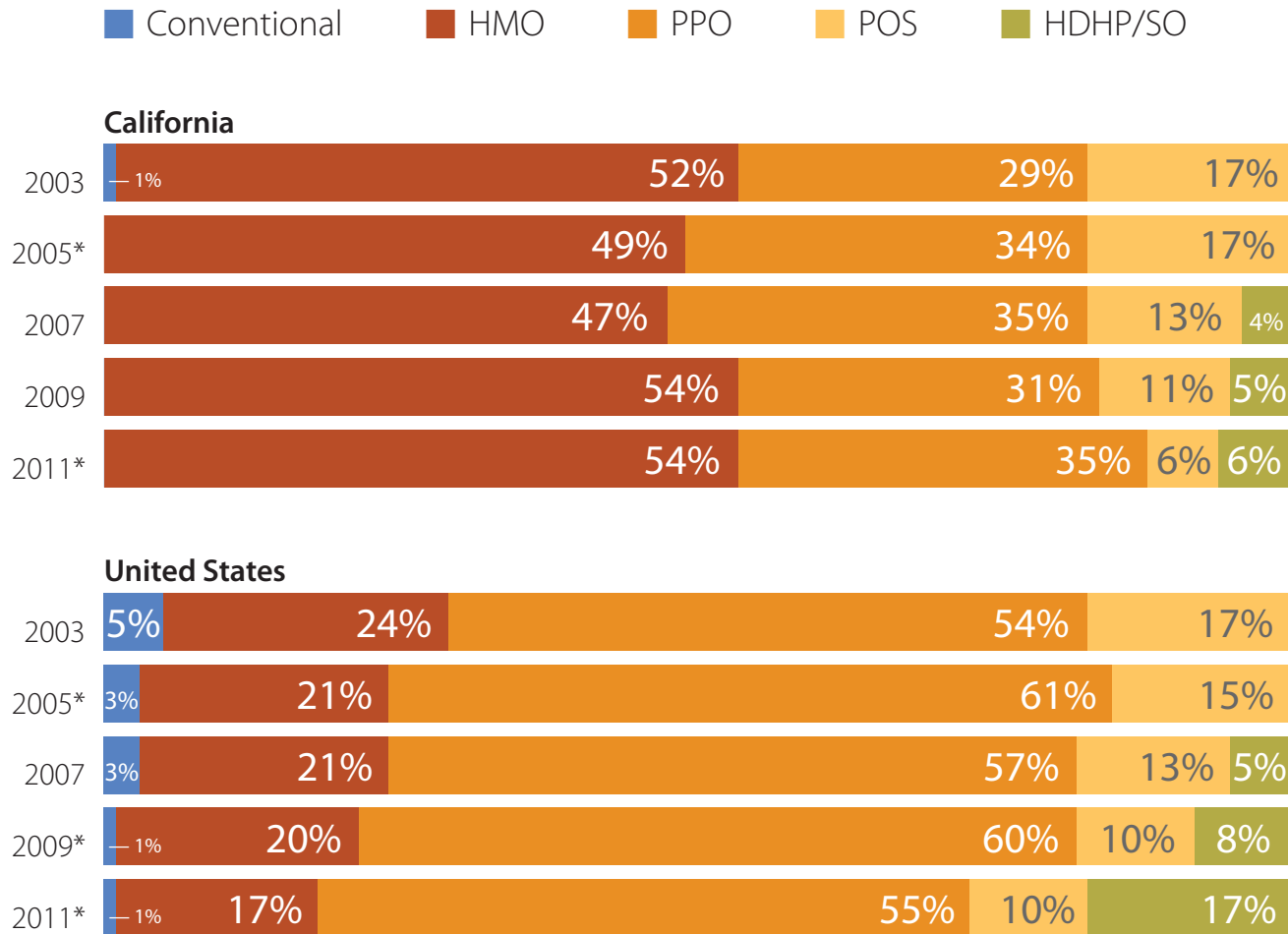
Seventy-seven percent of covered California workers had an HMO option, compared to only 39% nationally. Workers in California were less likely to have an HDHP/SO option.

The share of California workers able to choose most other types of plans was comparable to national figures.

*Estimates are statistically different between California and the United States.

Sources: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011. Kaiser/HRET Survey of Employer-Sponsored Health Benefits: 2011.

Enrollment of Covered Workers, by Plan Type, California vs. the United States, 2003–2011, Selected Years



*Distribution is statistically different from previous year shown.

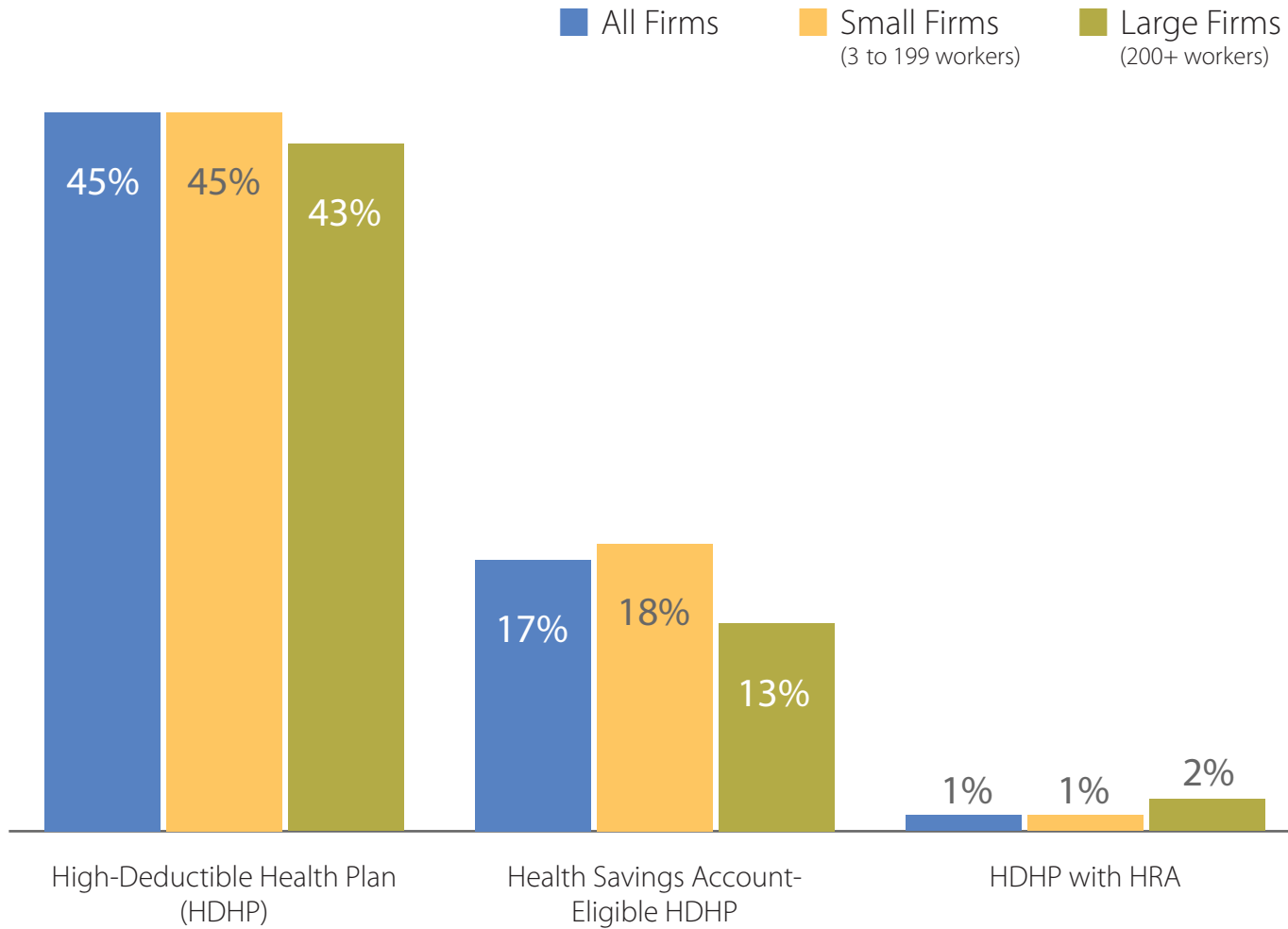
Notes: Conventional plan enrollment in California in 2008 was less than 1%. No test was conducted comparing 2007 with 2005 due to the addition of HDHP in 2006. Segments may not add to 100% due to rounding.

Sources: California HealthCare Foundation (CHCF)/NORC California Employer Health Benefits Survey: 2007, 2009, and 2011. CHCF/HSC California Employer Health Benefits Survey: 2005. CHCF/HRET California Employer Health Benefits Survey: 2003. Kaiser/HRET California Employer Health Benefits Survey: 2003, 2005, 2007, 2009 and 2011.

California workers have been consistently more likely to enroll in HMOs than covered workers nationally. Conversely, PPOs are more popular in the US than in California.

Enrollment in high-deductible plans with a savings option in California has been stable since 2007, contrary to the national trend.

Firms Offering a High-Deductible Plan, by Firm Size, California, 2011*



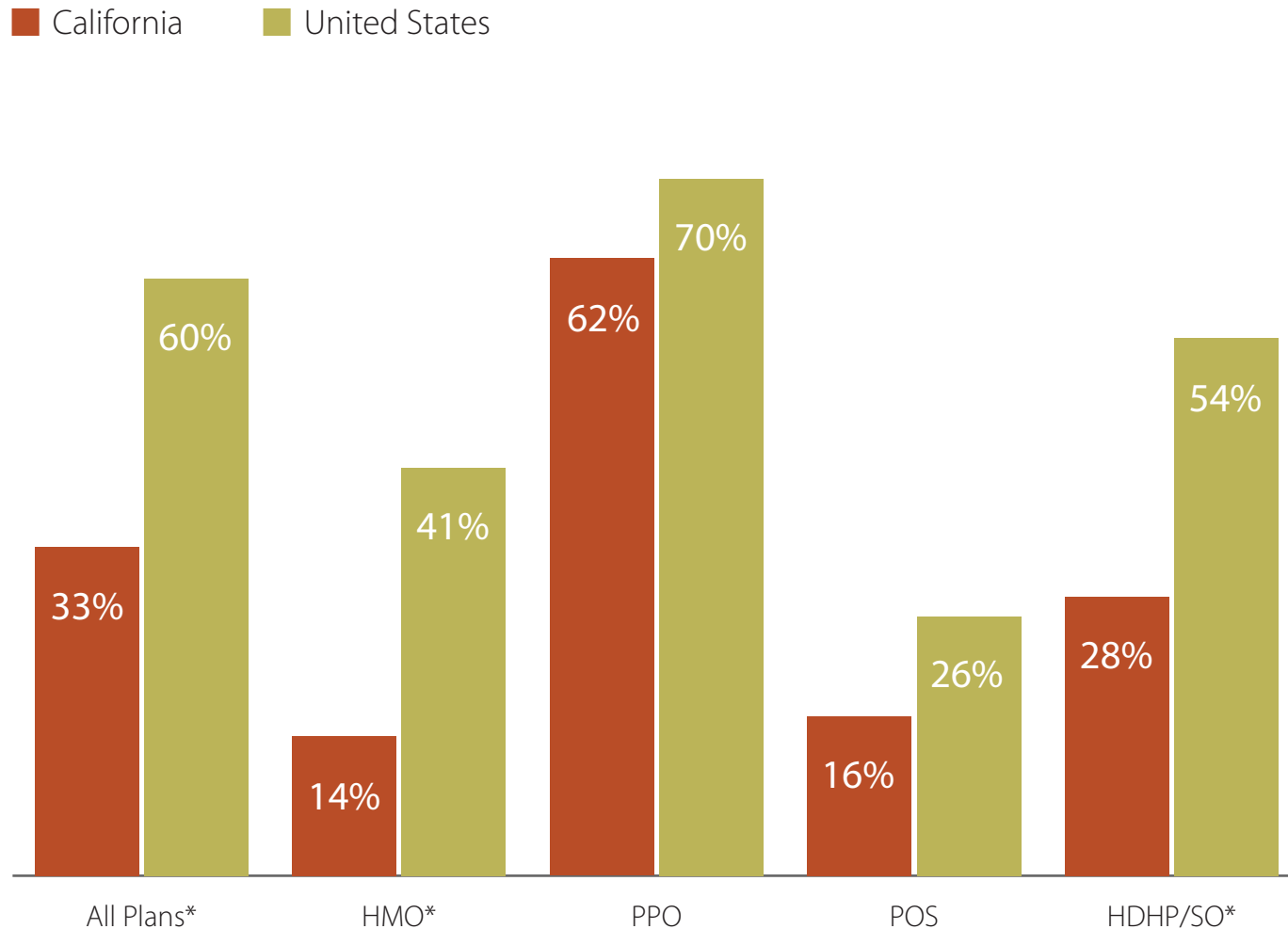
Forty-five percent of all California firms offered a high-deductible plan in 2011.

*Tests found no statistically different estimates between Small Firms and Large Firms.

Notes: High-deductible plans have a deductible of at least \$1,000 for single coverage, and at least \$2,000 for family coverage. HRA stands for Health Reimbursement Arrangement.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Employees in Self-Insured Plans, by Plan Type, California vs. the United States, 2011



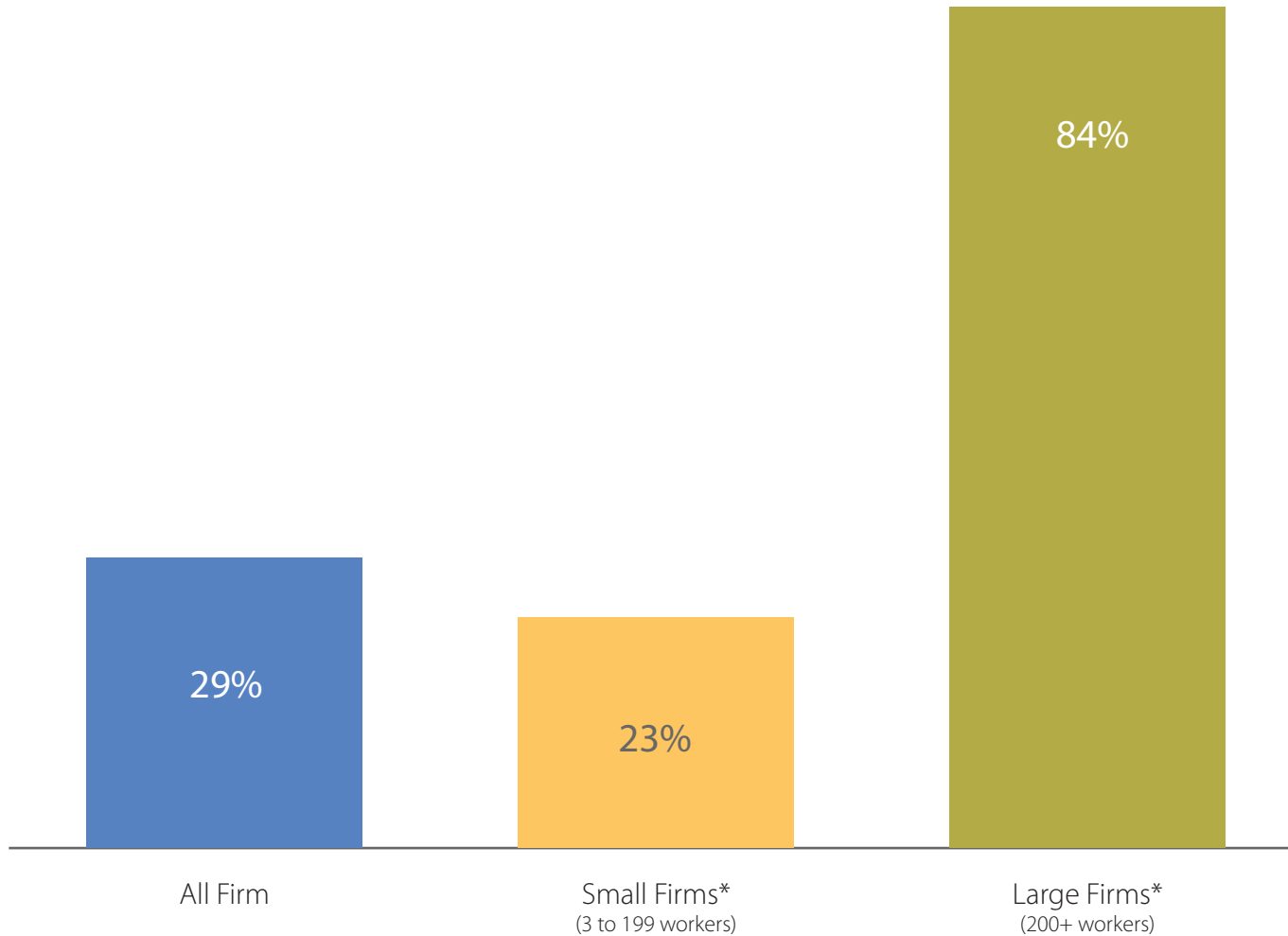
*Estimate is statistically different between California and the United States.

Note: Self-insured plans are those where an employer assumes some or most responsibility for paying health care claims rather than buying coverage from an insurer.

Sources: California HealthCare Foundation/NORC California Employer Health Benefits Survey; 2011 Kaiser/HRET Survey of Employer-Sponsored Health Benefits; 2011.

One-third of Californians were enrolled in a partly or completely self-insured plan in 2011, nearly half of the national average. The gap between the state and national figures is likely associated with California's high HMO enrollment, since HMOs are less likely than other plans to be self-insured.

Self-Insured Firms that Have Purchased Stop Loss Insurance, by Firm Size, California, 2011



Almost 30% of California employers with a self-insured plan purchased stop loss insurance in 2011 to protect them against large claims.

Large firms were significantly more likely than small firms to do so — 84% compared to 23%.

*Estimate is statistically different between Small Firms and Large Firms.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

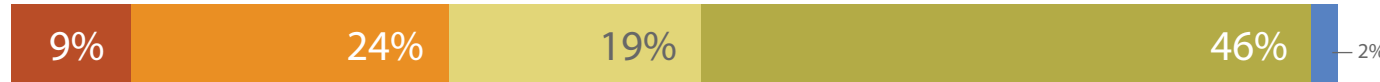
Likelihood of Firms Making Changes in the Next Year, by Type of Change, California, 2011

Very Somewhat Not Too Not at All Don't Know

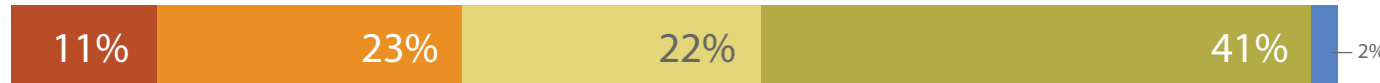
Increase the amount workers pay for premiums



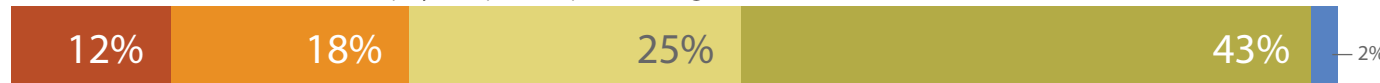
Increase the amount workers pay for deductibles



Increase the amount workers copay



Increase the amount workers pay for prescription drugs



Restrict employee eligibility for coverage



Drop coverage entirely



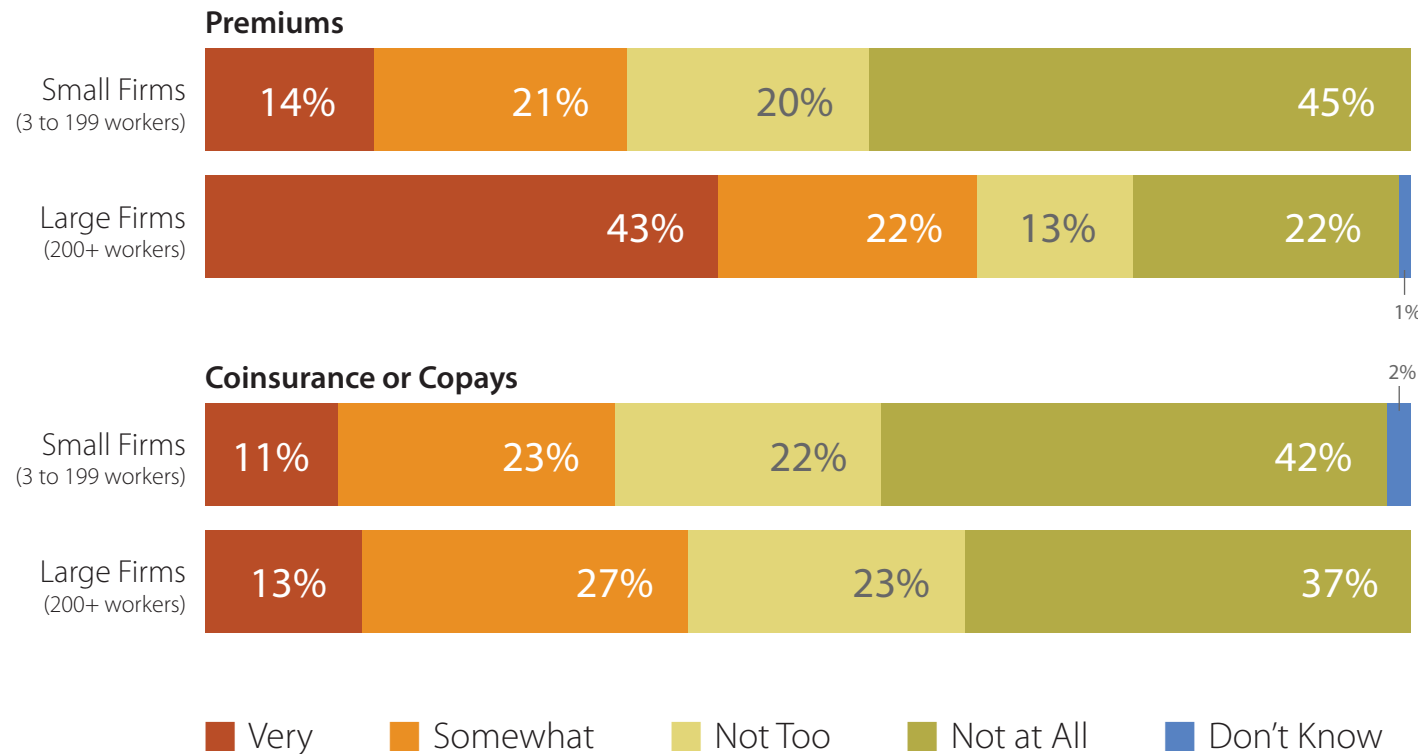
Note: Segments may not add to 100% due to rounding.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Fifteen percent of California firms said they are “very likely” to increase the amount employees pay for health insurance premiums in the coming year.

Likelihood of Firms Making Select Changes in the Next Year, by Firm Size, California, 2011

INCREASE THE AMOUNT EMPLOYEES PAY FOR...



Forty-three percent of large employers in California said they are “very likely” to increase the amount employees pay for health insurance premiums in the coming year, versus 14% of small firms.

Note: Segments may not add to 100% due to rounding.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Firms that Made Changes in the Past Year, by Firm Size and California Region, 2011

	REDUCED SCOPE OF HEALTH BENEFITS OR INCREASED COST SHARING	INCREASED WORKERS' SHARE OF PREMIUM
FIRM SIZE		
All Small Firms (3 to 199 workers)	25%*	21%*
All Large Firms (200+ workers)	41%*	50%*
• 200 to 999 workers	40%	43%*
• 1,000+ workers	42%*	61%*
REGION		
Los Angeles	26%	18%
San Francisco	25%	7%*
Rest of State	25%	31%
All Firms	25%	22%

*Estimate is statistically different from all other firms or regions.

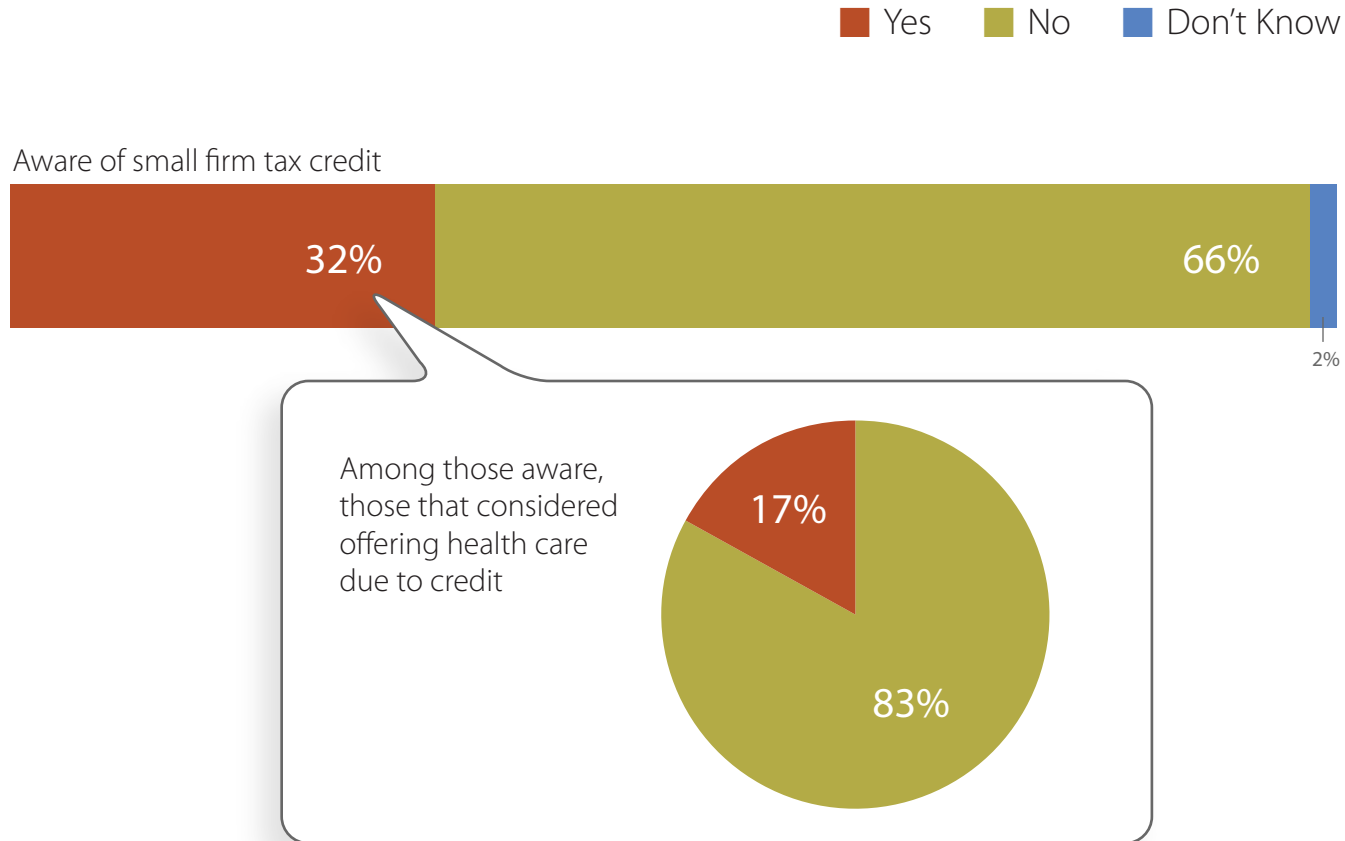
Note: Los Angeles and San Francisco are defined as the metropolitan statistical area (MSA).

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Twenty-two percent of California firms increased workers' share of the premium in the past year, compared with just 12% in 2010 (not shown).

The San Francisco region had a significantly lower rate of firms that increased premiums than the rest of the state.

Awareness of Small Firm Tax Credit and Consideration of Offering Health Benefits as a Result, California, 2011



Just 32% of small California firms not currently offering health benefits were aware of the small firm tax credit that is part of the Affordable Care Act.

Of firms that were aware, 17% have considered offering health insurance due to the tax credit.

Notes: Figures apply to non-offering small firms only. The ACA provides a temporary tax credit for small firms (fewer than 25 FTEs) that offer health insurance and that have average annual wages of less than \$50,000.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

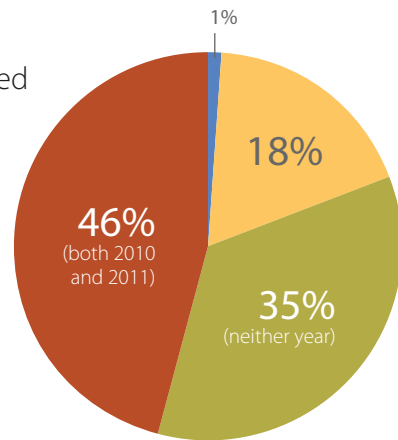
Small Firm Efforts to Determine Eligibility and Intention to Take Advantage of Tax Credit to Offset Premium Contributions, California, 2011

■ Yes ■ No ■ Not Sure Yet ■ Don't Know

Attempted to determine eligibility for small business tax credit



Among firms that attempted to determine eligibility, those that plan to take advantage of the tax credit



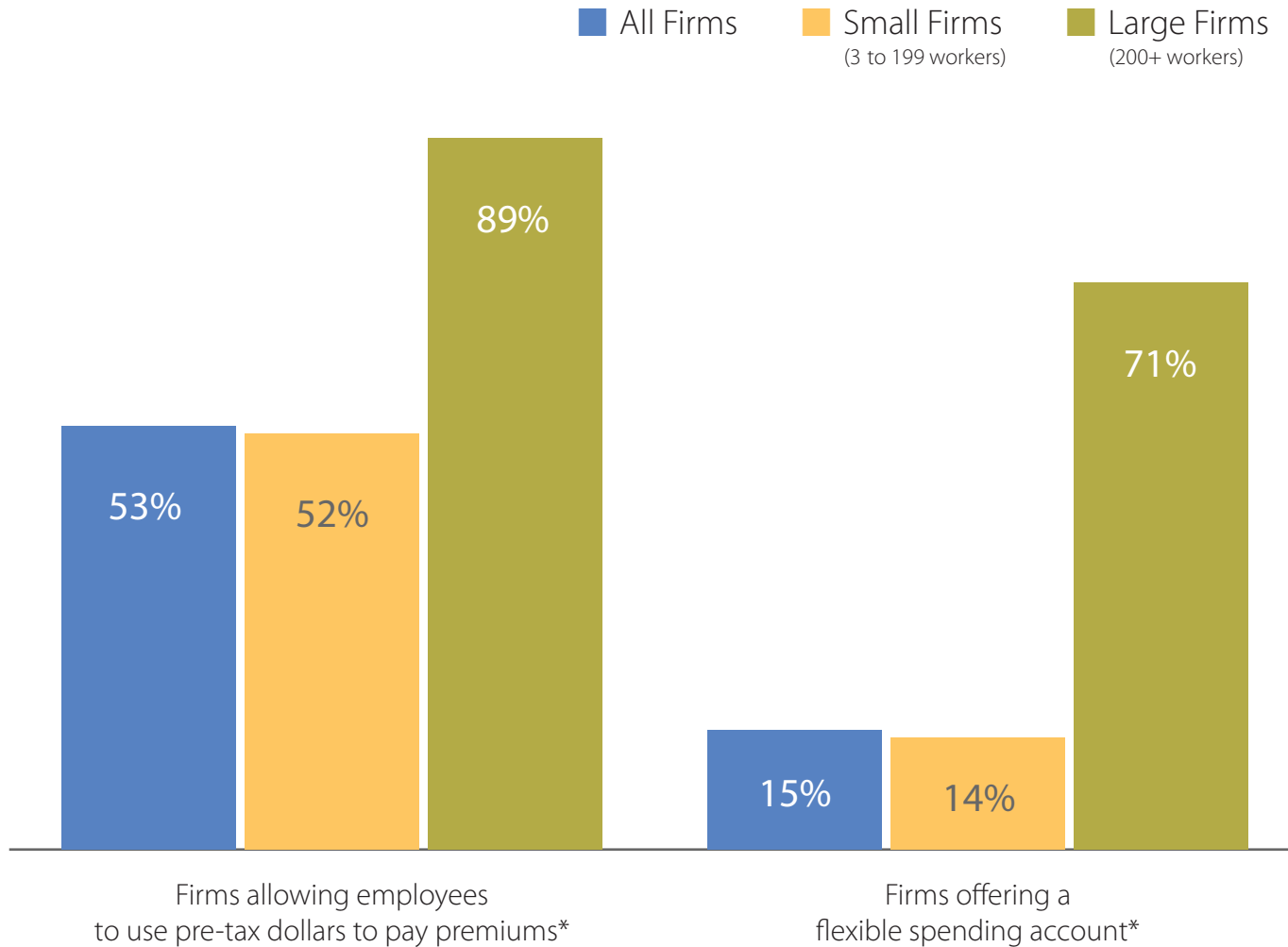
Twenty-one percent of California firms with fewer than 50 workers that offer health benefits attempted to determine whether their firm was eligible for the small business tax credit to offset firms' premium contributions.

Forty-six percent of those firms that attempted to determine eligibility are planning on taking advantage of the tax credit for 2010 and 2011.

Notes: This exhibit refers only to small firms offering health coverage. The ACA provides a temporary tax credit for small firms (fewer than 25 FTEs) that offer health insurance and that have average annual wages of less than \$50,000.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Firms Allowing Employees to Use Pre-Tax Dollars to Pay Premiums or Offering a Flexible Spending Account, by Firm Size, California, 2011



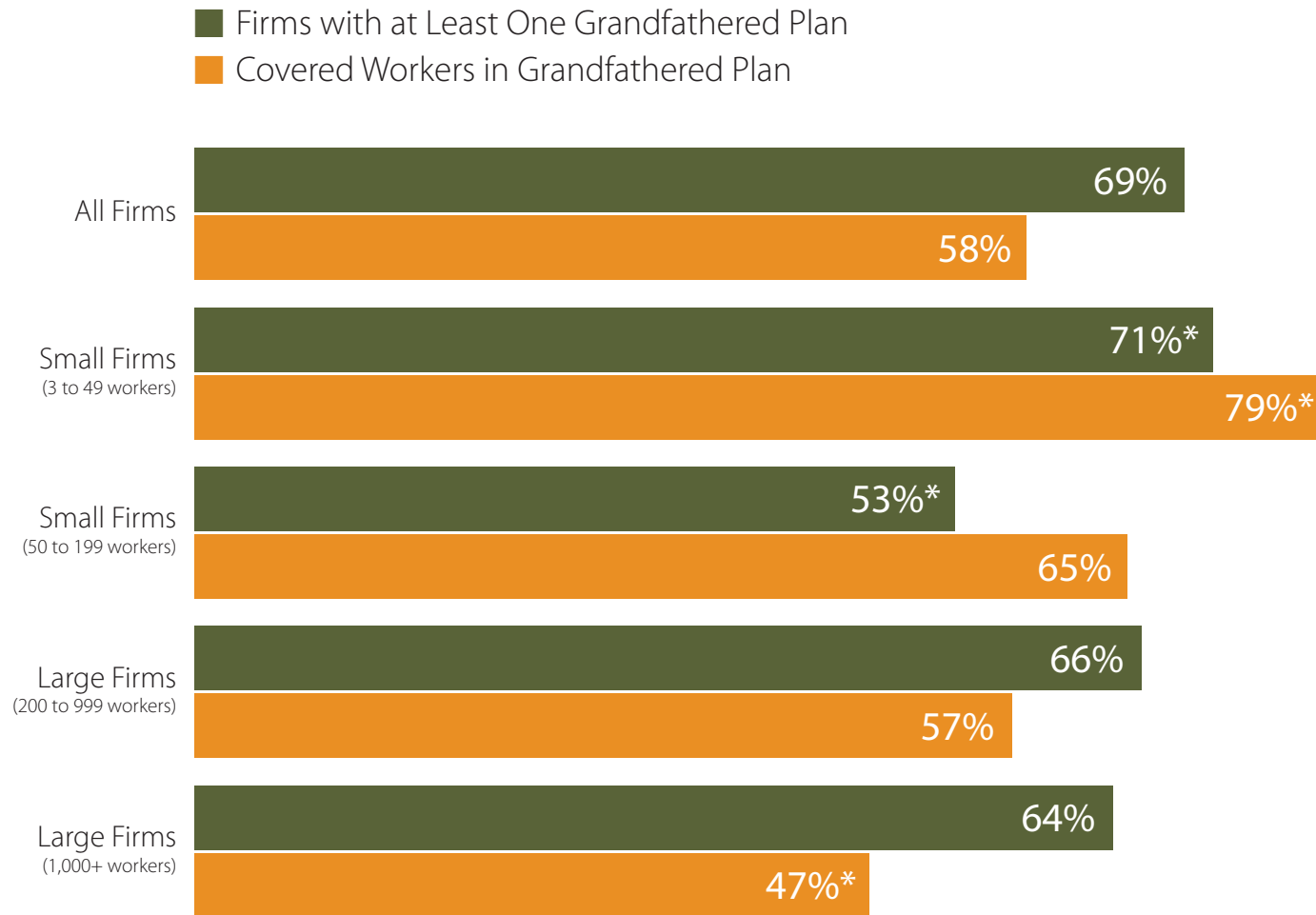
Slightly more than half of California firms allowed employees to use pre-tax dollars to pay for health insurance premiums.

Large firms were significantly more likely than small firms to allow the use of pre-tax dollars and to offer a flexible spending account.

*Estimates are significantly different between Small Firms and Large Firms.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Firms With at Least One Grandfathered Plan and Percentage of Covered Workers in Those Plans, by Firm Size, California, 2011



More than two-thirds of California firms had at least one grandfathered health plan in 2011, with the smallest firms most likely to do so (71%).

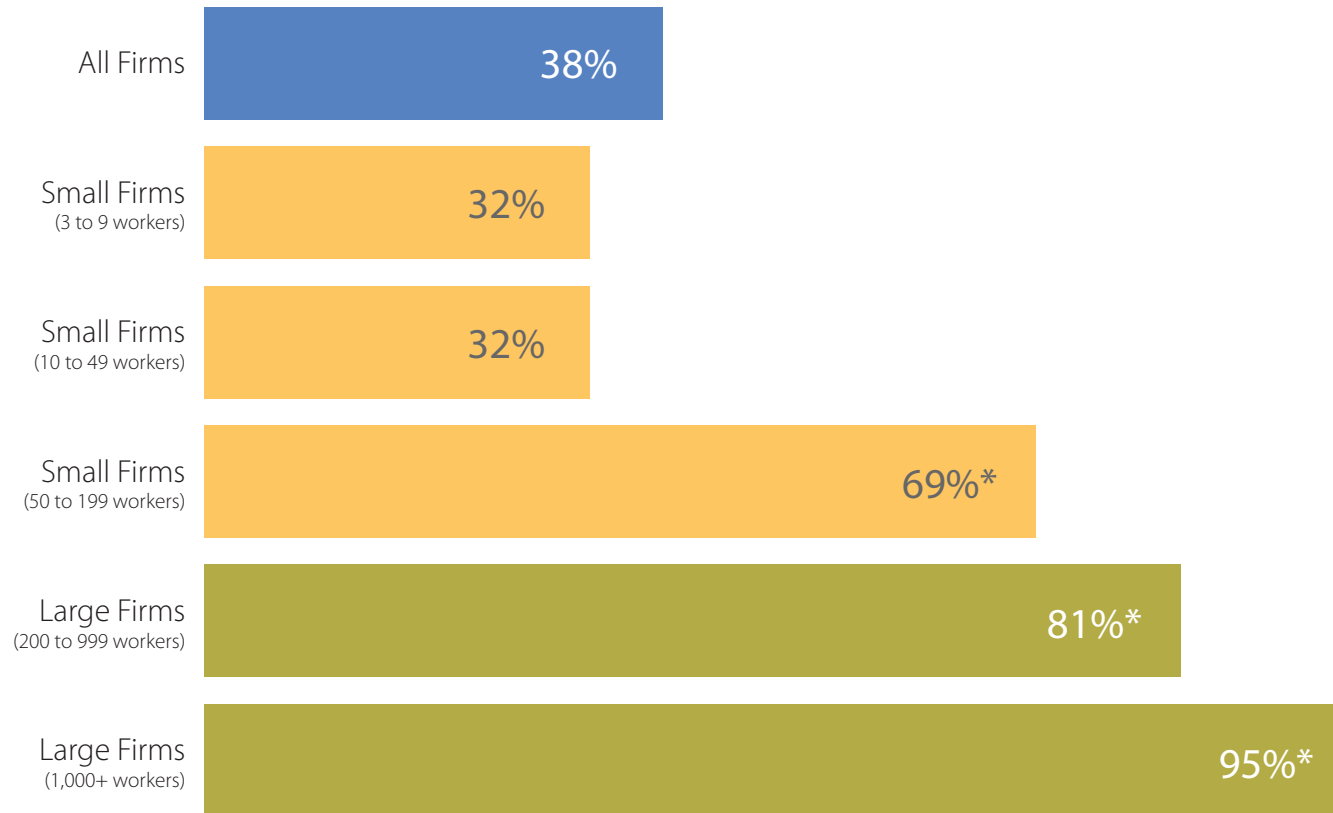
Almost 60% of California workers covered by health insurance through their employers were in a grandfathered plan in 2011.

*Estimate is statistically different from all other firms.

Note: A grandfathered health plan is one that was in effect on March 23, 2010 and to which the insurer or employer has not made significant changes since that time, such as benefit reductions or increases in cost sharing or employee premium contributions.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Firms that Enrolled Adult Dependents Up to Age 26, Who Would Not Previously Have Been Eligible, Through Their Parents' Policy, by Firm Size, California, 2011



Thirty-eight percent of California employers offering health benefits enrolled adult dependents who would not previously have been eligible for coverage due to a provision of the Affordable Care Act.

The largest firms were significantly more likely to do so.

*Estimate is statistically different from all other firms.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Employer Views of Effectiveness of Health Cost Control Measures, California, 2011

■ Very
 ■ Somewhat
 ■ Not Too
 ■ Not at All
 ■ Don't Know

Tighter managed care restrictions



Consumer-driven health plans



Higher employee cost sharing



Disease management program



Changes in care delivery and payment



California employers viewed disease management programs and changes in care delivery and payment as the most effective in controlling health costs.

Source: California HealthCare Foundation/NORC California Employer Health Benefits Survey: 2011.

Methodology

The *California Employer Health Benefits Survey* is a joint product of the California HealthCare Foundation (CHCF) and NORC at the University of Chicago (NORC). The survey was designed and analyzed by researchers at NORC, and administered by National Research LLC (NR). The findings are based on a random sample of 770 interviews with employee benefit managers in private firms in California. NR conducted interviews from July to October 2011. As with prior years, the sample of firms was drawn from the Dun & Bradstreet list of private employers with three or more workers. The margin of error for responses among all employers is +/- 3.5%; for responses among employers with 3 to 199 workers it is +/- 4.8%; among employers with 200 or more workers it is +/- 5.3%. Some exhibits do not sum to 100% due to rounding effects.

The Kaiser Family Foundation sponsored this survey of California employers from 2000 to 2003. A similar employer survey was also conducted in 1999 in California, in conjunction with the Center for Health and Public Policy Studies at the University of California, Berkeley. The Health Research and Educational Trust (HRET) collaborated on these surveys from 1999 to 2004. The Center for Studying Health System Change collaborated on these surveys from 2005 to 2006.

This survey instrument is similar to a national employer survey conducted annually by the Kaiser Family Foundation and HRET. The US results in this study either are from the published reports or, in a few cases, from author calculations from the survey's public use files. A full analysis of the US dataset is available on the foundation's website at www.kff.org. Both the California and US surveys asked questions about: Health Maintenance Organizations (HMO), Preferred Provider Organizations (PPO), Point-of-Service (POS) plans, and High-Deductible Health Plan with a Savings Option (HDP). Conventional (fee-for-service) plans are generally excluded from the plan type analyses because they comprise such a small share of the California market.

Many variables with missing information were identified as needing complete information within the database. To control for item non-

response bias, missing values within these variables were imputed using a hot-deck approach. Calculation of the weights follows a common approach. First, the basic weight is determined, followed by a survey non-response adjustment. Next, the weights are trimmed in order to reduce the influence of weight outliers. Finally, a post-stratification adjustment is applied.

All statistical tests in this Almanac compare either changes over time, a plan-specific estimate with an overall estimate, or subcategories versus all other firms (e.g., firms with 3 to 9 workers vs. all other firms). Tests include t-tests and chi-square tests and significance was determined at $p < 0.05$ level. Due to the complex nature of the design, standard errors were calculated in SUDAAN.

An important note about the methodology: Rates of change for total premiums, for worker or employer contributions to premiums, and other variables calculated by comparing dollar values in this report to data reported in past CHCF or KFF publications should be used with caution, due to both the survey's sampling design and the way in which plan information is collected. Rates calculated in this fashion not only reflect a change in the dollar values but also a change in enrollment distribution, thus creating a variable enrollment estimate. However, rates of change in premiums are collected directly as a question in the California survey. This rate of change holds enrollment constant between the current year and the previous year, thus creating a fixed enrollment estimate. Because the survey does not collect information on the rate of change in other variables, additional rates are not reported. The national survey conducted by Kaiser/HRET, however, stopped directly collecting rates of change in premiums in its 2008 survey. Therefore, the rate of change in total premiums in the US provided in this report uses a variable enrollment estimate.

Please note that due to a change in the post-stratification methods applied in 2003, the survey data published in this Almanac may vary slightly from reports published prior to 2003.

FOR MORE INFORMATION



CALIFORNIA
HEALTHCARE
FOUNDATION

California HealthCare Foundation
1438 Webster Street, Suite 400
Oakland, CA 94612
510.238.1040
www.chcf.org



NORC at the University of Chicago
4350 East West Highway Suite 800
Bethesda, MD 20814
301.634.9300
www.norc.org



Covered California Assister Interest Form

If you or your organization is **not** interested in applying for an Outreach and Education Grant, but would like more information on how to serve as an Assister Enrollment Entity or non-funded general outreach network organization, please complete the following and submit to:
assisterinfo@ccgrantsandassisters.org

Please select the most applicable for your organization:

- My organization is interested in becoming an Assister Enrollment Entity. Please notify me when registration is available.

- My organization currently does not wish to be an Assister Enrollment Entity, but would like more information on helping spread the word about the Exchange to my community.

Please complete the following information:

Date:						
Organization Name:						
Contact Name:			Position:			
Email:						
Phone Number:						
Street Address:			City:		Zip:	
Please list additional sites associated with this organization:						

Please complete the organization information on the following page.

Demographic Information	
List Counties this Organization is active in:	
List target markets for this organization:	
Number of households/family units reached per year:	
Number of Uninsured Served Annually:	
Number of Medi-Cal Members Served Annually:	

Check ethnicity and assign an estimated percentage served for each category.

Ethnicity:	X	Estimated Percentage Served	Ethnicity:	X	Estimated Percentage Served
African	<input type="checkbox"/>	%	African American	<input type="checkbox"/>	%
American Indian	<input type="checkbox"/>	%	Armenian	<input type="checkbox"/>	%
Cambodian	<input type="checkbox"/>	%	Caucasian	<input type="checkbox"/>	%
Chinese	<input type="checkbox"/>	%	Filipino	<input type="checkbox"/>	%
Hmong	<input type="checkbox"/>	%	Japanese	<input type="checkbox"/>	%
Korean	<input type="checkbox"/>	%	Laotian	<input type="checkbox"/>	%
Latino	<input type="checkbox"/>	%	Middle Eastern	<input type="checkbox"/>	%
Russian	<input type="checkbox"/>	%	Ukrainian	<input type="checkbox"/>	%
Vietnamese	<input type="checkbox"/>	%	Other:	<input type="checkbox"/>	%
Other:	<input type="checkbox"/>	%	Other:	<input type="checkbox"/>	%
Other:	<input type="checkbox"/>	%	Total Percent: 100%		

Indicate the percentage of female and male served:

Female:		%	Male:		%
---------	--	---	-------	--	---

Please indicate population served for each Federal Poverty Limit (FPL) category:

<u>Federal Poverty Limit (FPL)</u>	<u>Number</u>	<u>Percentage</u>
At or Below 138% of FPL:		%
Above 138% and up to 200% of FPL:		%
Above 200% and up to 400% of FPL:		%
Above 400% of FPL:		%
Totals:		100%

Please indicate amount served for each age group:

<u>Age Group</u>	<u>Number</u>	<u>Percentage</u>
Under 18 years of age		
18-34 years of age		
35-64 years of age		
65 years of age and older		
Total:		100%

Staffing and Languages	
Number of staff to provide outreach and education and/or assistance:	

Language spoken fluently by staff indicated above:

Language	# of Staff	Language	# of Staff	Language	# of Staff
Arabic:		Armenian:		Cambodian:	
Cantonese:		English:		Farsi:	
Hmong:		Korean:		Mandarin:	
Russian:		Spanish:		Tagalog:	
Vietnamese:		Other():		Other():	
Other():		Other():		Other():	



COLLATERAL MATERIALS NEED FORM

Please complete this form and return it with your Letter of Intent to Respond to:

**Richard Heath and Associates, Inc.
 Julie Weigand, Senior Program Manager
 590 W. Locust Ave., Suite 103
 Fresno, CA 93650**

Or email: grantinfo@ccgrantsandassistors.org

For the purposes of Outreach and Education Activities, please estimate the total amount of Collateral that your organization would order and distribute for the first six months of the Grant Program’s outreach and education activities.

BROCHURES			
<u>Language</u>	<u># of Packs</u> 1 Pack = 100 Brochures	<u>Language</u>	<u># of Packs</u> 1 Pack = 100 Brochures
English		Spanish	
Arabic		Armenian	
Chinese		Farsi	
Hmong		Khmer	
Korean		Laotian	
Russian		Tagalog	
Vietnamese			

POSTERS			
<u>Language</u>	<u># of Posters</u>	<u>Language</u>	<u># of Posters</u>
English		Spanish	
Arabic		Armenian	
Chinese		Farsi	
Hmong		Khmer	
Korean		Laotian	
Russian		Tagalog	
Vietnamese			

Indicate any other materials that your organization would like to order, and in which languages:



Covered California Outreach and Education Grant Program

Question Submission Form

Utilize this form to submit questions to Covered California regarding the Outreach and Education Grant Application. Please refer to Section 3.2.5 of the Grant Application for instructions on completing and submitting this form.

Please complete the following information:

Date:			
Organization Name:			
Contact Name:		Title:	
Email:			
Phone Number:			

Please provide a description of the subject or issue in question or discrepancy found and reference the specific section and page number:

Thank you for your interest in Covered California's Outreach and Education Grant Program.

ATTACHMENT A - APPLICANT WORKSHEETS

General Instructions:

1. Complete all fields of these worksheets. Refer to Section 6 of the Covered California Outreach and Education Grant Program Application for direction in completing these forms.
2. The Grant Application must be typed; handwritten forms will not be accepted.
3. If a field is not applicable, indicate N/A. **Do not leave blank fields.**
4. Submit these forms as attachments in the order outlined in Section 6.4.2 of the Covered California Outreach and Education Grant Program Application.

Table of Contents:

- A.1 Applicant Background Information
 - A.1.1 Organization Information
 - A.1.2 Primary Contact
 - A.1.3 Organization Background
 - A.1.4 Organization Type
 - A.1.6 Previous Applicant Experience
- A.2 Applicant Funding Information Worksheets
 - A.2.1 Applicant Funding Information
 - A.2.2 Funding by County
 - A.2.3 Additional Funding
- A.3 Applicant Experience with the Target Population
 - A.3.1 Target Population to be Reached – Applicants Targeting Individual Consumers Eligible for programs through Covered California
 - A.3.2 Target Population to be Reached – Applicants Targeting Small Businesses Eligible for SHOP
- A.4 Subcontractor Information
- A.5 Coordination with Assister Program Questionnaire
- A.6 Foundation Matching Questionnaire
- A.7 Budget Worksheet
- A.8 Outreach and Education Method Worksheet

Attachment A.1 - APPLICANT BACKGROUND INFORMATION

Attachment A.1.1 - Organization Information

Organization Full and Legal Name:												
Federal Tax ID Number:	<table border="1"> <tr> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>				-							
			-									
Submission Date:												
Name of Executive Director, CEO or other person authorized to enter into contractual obligation:												
Title:												
Physical Address of Primary Office:												
City:												
Zip:												
Mailing Address of Primary Office:												
City:												
Zip:												
Phone Number:	()											
Fax Number:	()											
Email Address:												
Website Address:												

Attachment A.1.2 - Primary Contact

The Primary Contact Person is the person authorized by the applying entity to enter into contractual obligation.

Outreach Contact Person:	
Title:	
Physical Address:	
City:	
Zip:	
Phone Number:	()
Fax Number:	()
Email Address:	

Attachment A.1.3 - Organization Background

Enter the date the organization was originally founded/established:	
Number of Full Time Employees:	
Number of Part Time Employees:	
Gross Revenue of the Organization for the Last Fiscal Year:	
List addresses of additional sites associated with the proposed project (do not include locations outside of proposed target community or county):	

Attachment A.1.4 - Organization Type

Indicate the applicant’s organizational status. (Check one)

<input type="checkbox"/> Non-Profit	<input type="checkbox"/> For-Profit	<input type="checkbox"/> Government
-------------------------------------	-------------------------------------	-------------------------------------

Attachment A.1.5 - Organization Entity Type

Indicate the applicant’s entity type. Organization must meet all of the following criteria:

1. Significant interaction with target population(s);
2. The organization is **not** a licensed health, dental or vision plan;
3. The organization has a federal Tax Identification Number;
4. The organization's mission, activities and reach align with the Project Sponsors’ goals of promoting a culture of coverage to the targeted populations.

Applicant must provide documentation of eligibility in attachment.

(Check one main category and one sub category, if available)

Category		Attached the Following Required Documentation
<input type="checkbox"/>	Community or Consumer-focused non-profit organization; Consumer Advocacy, community-based organization, or faith-based organization	Proof of 501(c)(3) or 501(d) from IRS
<input type="checkbox"/>	Community-Based Organization	
<input type="checkbox"/>	Faith-Based Organization	
<input type="checkbox"/>	Consumer Advocacy Organization	
<input type="checkbox"/>	Trade, industry or professional association, labor union, employment sector, Chamber of Commerce targeting specialty populations	Tax Identification Number on Official Letterhead
<input type="checkbox"/>	Labor Union	
<input type="checkbox"/>	Other Trade or Professional Association	
<input type="checkbox"/>	Chamber of Commerce	
<input type="checkbox"/>	Commercial fishing industry organization, agricultural or lumber organizations	Tax Identification Number on Official Letterhead

Covered California Outreach and Education Grant Application

	Health Care Provider: such as hospital, provider, clinic or county health department	Tax Identification Number on Official Letterhead
	Hospital	
	Provider	
	Clinic	
	County Health Department	
	Community College, University, School, or School Districts	Tax Identification Number on Institution Letterhead
	Federally recognized Indian tribe, tribal organization, or urban Indian organization	Tax Identification Number on Tribal Letterhead
	City Government Agency or Other County Agency	Tax Identification Number on Official Letterhead
	For-profit organization whose mission, activities and reach align with the Project Sponsors' goals of promoting a culture of coverage to the targeted populations	Provide Tax Identification Number and appropriate licensing

Attach required documentation of eligibility separately as Attachment B.5.

Attachment A.1.6 - Previous Applicant Experience

Provide up to three (3) examples of relevant experience on the Applicant's work on current or recent contracts and/or grants, if applicable. The examples should be selected for contracts/grants that are related to the outreach and education activities, which are identified in this Grant Application.

Example 1

Project Name:	
Contract/Grant Amount, if applicable:	
Term of Contract:	
Name of Awarding Entity:	
Summary of scope of work and services organization performed:	

Example 2

Project Name:	
Contract/Grant Amount, if applicable:	
Term of Contract:	
Name of Awarding Entity:	
Summary of scope of work and services organization performed :	

Previous Applicant Experience (continued)

Example 3

Project Name:	
Contract/Grant Amount, if applicable:	
Term of Contract:	
Name of Awarding Entity:	
Summary of scope of work and services organization performed:	

Attachment A.2 - APPLICANT FUNDING INFORMATION WORKSHEETS

Attachment A.2.1 - Applicant Funding Information

Total Funding	
Total Requested Funding Amount: (round to nearest dollar)	\$

Please select the Applicant's primary target market (select only one):

- Individual consumers eligible for programs through Covered California
- Small businesses eligible for SHOP (Small Business Health Options Program)

Select one of the following three funding pools and complete required sections.

<input type="checkbox"/>	1. Single County
<input type="checkbox"/>	2. Multi-County
<input type="checkbox"/>	3. Targeted Populations and Statewide Funding Pool

Attachment A.2.2 - Funding by County

For single and multi-county applicants only, please complete this section. List each county the Applicant is planning to reach and the requested annual funding. Attach additional copies of this table if necessary.

Counties	Total Requested Funding	Percentage Of Total Requested Funding
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
Total Requested Funding:	\$	100%

Attachment A.2.3 - Additional Funding

Is the Applicant currently receiving other funding for Outreach and Education for the Affordable Care Act? **If yes, please fill in the information below.**

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Funder Name:	
Contact Person:	
Telephone Number:	
Amount:	
Contract Term:	
Please provide a brief description of funding source and funded activities (3 sentences):	

Attachment A.3 - APPLICANT EXPERIENCE WITH THE TARGET POPULATION

Attachment A.3.1 - Target Population to be Reached – Applicants Targeting Individual Consumers Eligible for programs through Covered California

For organizations targeting individual consumers, complete this section. For multi-county applicants please complete this section for each county proposed to reach. For Single County Targeted Populations and Statewide Funding Pool applicants, complete this section only once. Indicate the county at the top of each page if applicable.

County (if applicable):	
--------------------------------	--

Provide a brief description of target population(s) such as language, ethnicity, employment sector, region, etc.:

Number of households currently reached per year:			
Number of households projected to reach per year with this grant:			
Number of uninsured currently served annually:			
Number of Medi-Cal eligible individuals currently served annually:			
Number of individuals projected to reach through Outreach:		Number of individuals projected to reach through Education:	
Zip Codes expected to be reached (Optional for Statewide Funding)			

Target Population to be Reached – Applicants Targeting Individual Consumers Eligible for programs through Covered California (continued)

County, same as previous page (if applicable):	
---	--

Describe the ethnicity of Applicant’s proposed target population(s):

Ethnicity:	Plan to Reach (Check)	Estimated Percentage Planned to Reach	Ethnicity:	Plan to Reach (Check)	Estimated Percentage Planned to Reach
African	<input type="checkbox"/>	%	African American	<input type="checkbox"/>	%
American Indian	<input type="checkbox"/>	%	Armenian	<input type="checkbox"/>	%
Cambodian	<input type="checkbox"/>	%	Caucasian	<input type="checkbox"/>	%
Chinese	<input type="checkbox"/>	%	Filipino	<input type="checkbox"/>	%
Hmong	<input type="checkbox"/>	%	Japanese	<input type="checkbox"/>	%
Korean	<input type="checkbox"/>	%	Laotian	<input type="checkbox"/>	%
Latino	<input type="checkbox"/>	%	Middle Eastern	<input type="checkbox"/>	%
Russian	<input type="checkbox"/>	%	Ukrainian	<input type="checkbox"/>	%
Vietnamese	<input type="checkbox"/>	%	Other*	<input type="checkbox"/>	%
Other*	<input type="checkbox"/>		Other*	<input type="checkbox"/>	
Other*	<input type="checkbox"/>		Other*	<input type="checkbox"/>	
Other*	<input type="checkbox"/>	%	Total Percent: 100%		

*Enter ethnicities not included above

Percentage of services provided in-language to proposed target population(s):

Language	% of Total Services	Language	% of Total Services	Language	% of Total Services
Arabic:	%	Armenian:	%	Cambodian:	%
Cantonese:	%	English:	%	Farsi:	%
Hmong:	%	Korean:	%	Mandarin:	%
Russian:	%	Spanish:	%	Tagalog:	%
Vietnamese:	%	Other*	%	Other*	%
Other*	%	Other*	%	Other*	%
Other*	%	Other*	%	Total Percent: 100%	

*Enter languages not included above

Target Population to be Reached – Applicants Targeting Individual Consumers Eligible for programs through Covered California (continued)

County, same as previous page (if applicable):	
---	--

Describe the gender make-up of Applicant’s proposed target population(s):

Female:	%	Male:	%
---------	---	-------	---

Describe the Applicant’s proposed target population(s) income levels:

<u>Federal Poverty Level (FPL)</u>	<u>Estimated Percentage of Target Audience Planned to Reach</u>
At or Below 138% of FPL:	%
Above 138% and up to 200% of FPL:	%
Above 200% and up to 400% of FPL:	%
Above 400% of FPL:	%
Totals:	100%

Describe the age groups of the Applicant’s proposed target population(s):

<u>Age Group</u>	<u>Estimated Percentage Planned to Reach</u>
Under 18 years of age:	%
18-34 years of age:	%
35-64 years of age:	%
65 years of age and older:	%
Total:	100%

Target Population to be Reached – Applicants Targeting Individual Consumers Eligible for programs through Covered California (continued)

County, same as previous page (if applicable):	
---	--

Language spoken fluently by staff to be assigned to the Outreach and Education Grant:

Language	# of Staff	Language	# of Staff	Language	# of Staff
Arabic:		Armenian:		Cambodian:	
Cantonese:		English:		Farsi:	
Hmong:		Korean:		Mandarin:	
Russian:		Spanish:		Tagalog:	
Vietnamese:		Other*		Other*	
Other*		Other*		Other*	
Proposed total number of staff providing Outreach and Education: <i>(because some staff may speak more than one language, this total may not equal the total number of staff indicated above)</i>					

***Enter languages not included above**

End of Target Population to be Reached Charts for Applicants targeting individual consumers. For multi-county funding pool applicants, repeat these charts for each county proposed to be reached and indicate county at the top of each page.

Attachment A.3.2 - Target Population to be Reached – Applicants Targeting Small Businesses Eligible for SHOP

This section is for SHOP Applicants only. For multi-county applicants, please complete this section for each county proposed to reach. For Single County and Targeted Populations and Statewide Funding Pool applicants, complete this section only once.

County (if applicable):	
--------------------------------	--

Provide a brief description of target population(s) such as language, ethnicity, employment sector, industry, region, etc.:

Number of businesses currently reached per year:			
Number of businesses projected to reach per year with this grant:			
Number of businesses projected to reach through Outreach:		Number of businesses projected to reach through Education:	
Zip Codes expected to be reached (Optional for Statewide Funding)			

Target Population to be Reached – Applicants Targeting Small Businesses Eligible for SHOP (continued)

County (if applicable):	
--------------------------------	--

Describe the industries of Applicant’s proposed target population(s):

Industry:	Plan to Reach (Check)	Estimated % Planned to Reach	Industry	Plan to Reach (Check)	Estimated % Planned to Reach
Agriculture	<input type="checkbox"/>	%	Automotive	<input type="checkbox"/>	%
Construction	<input type="checkbox"/>	%	Consumer Goods and Services	<input type="checkbox"/>	%
Energy	<input type="checkbox"/>	%	Financial Services	<input type="checkbox"/>	%
Food and Beverage	<input type="checkbox"/>	%	Health Care	<input type="checkbox"/>	%
Housing and Real Estate	<input type="checkbox"/>	%	Manufacturing	<input type="checkbox"/>	%
Printing and Publishing	<input type="checkbox"/>	%	Sales	<input type="checkbox"/>	%
Telecommunications and Technology	<input type="checkbox"/>	%	Transportation	<input type="checkbox"/>	
Other*	<input type="checkbox"/>	%	Other*	<input type="checkbox"/>	%
Other*	<input type="checkbox"/>	%	Total Percent: 100%		

*Enter industries not included above

Describe the number of employees of Applicant’s targeted businesses:

<u>Number of Employees</u>	<u>Estimated Percentage Planned to Reach</u>
Less than 10:	%
11 – 25:	%
26 – 50:	%
Above 50:	%
Totals:	100%

Attachment A.4 - SUBCONTRACTOR INFORMATION

Is the organization applying as a collaborative (lead agency with subcontractors)? Yes No

If yes, complete this section. If no, continue to Section A.5.

Subcontractor 1

Subcontractor Organization:			
Subcontractor Name and Title:			
Address:			
Phone Number:		()	
Year Collaborative was Established:			
<input type="checkbox"/>	Non-Profit	<input type="checkbox"/>	For-Profit
<input type="checkbox"/>		<input type="checkbox"/>	Government
% of request going to subcontractor:			

Subcontractor 2

Subcontractor Organization:			
Subcontractor Name and Title:			
Address:			
Phone Number:		()	
Year Collaborative was Established:			
<input type="checkbox"/>	Non-Profit	<input type="checkbox"/>	For-Profit
<input type="checkbox"/>		<input type="checkbox"/>	Government
% of request going to subcontractor:			

Subcontractor 3

Subcontractor Organization:			
Subcontractor Name and Title:			
Address:			
Phone Number:		()	
Year Collaborative was Established:			
<input type="checkbox"/>	Non-Profit	<input type="checkbox"/>	For-Profit
<input type="checkbox"/>		<input type="checkbox"/>	Government
% of request going to subcontractor:			

Subcontractor 4

Subcontractor Organization:			
Subcontractor Name and Title:			
Address:			
Phone Number:		()	
Year Collaborative was Established:			
<input type="checkbox"/>	Non-Profit	<input type="checkbox"/>	For-Profit
<input type="checkbox"/>		<input type="checkbox"/>	Government
% of request going to subcontractor:			

Attach additional copies of this form if needed.

Attachment A.5 - COORDINATION WITH ASSISTER PROGRAM QUESTIONNAIRE

Coordination with the Assisters Program (Select the most applicable)	
Applicant’s organization plans to participate as an Assister Entity providing application assistance.	
Applicant’s organization plans to refer consumers to an Assister Entity in the target community only.	
Applicant’s organization plans to provide general information regarding enrollment resources but does not plan on referring consumers to an Assister Entity or providing application assistance.	

Attachment A.6 - FOUNDATION MATCHING QUESTIONNAIRE

Is the Applicant interested in applying for match funding available through the Foundation Partnership Opportunity Program?

Yes

No

Attachment A.7 - Budget Worksheet - Instructions

1. Identify the costs for the project by the following categories: personnel, benefits, travel, equipment and other expenses required to complete the activities identified in the Applicant's work plan and Exhibit A, Statement of Work.
2. The project cost must identify the requested funding for each month of the grant program. The worksheets are divided up by each fiscal year.
3. The administrative overhead indirect rate shall not exceed 15%. Equipment expenditures shall not exceed 5%. Grant funds shall not be used to enroll consumers in coverage options offered by Covered California. **Please refer to Sections 4.2 Appropriate Use of Funds and 4.3 Inappropriate Use of Funds for more information.**

Attachment A.7 - Budget Worksheet

			Fiscal Year 1		Total Fiscal Year 1
			May 2013	Jun 2013	
Expense Area	Line Item	Description	Amount	Amount	Total Amount
Personnel	<i>Enter position title</i>	<i>Enter % Full Time Equivalent (FTE) and role on project</i>	\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Benefits	<i>Enter position title</i>	<i>Enter benefit % for each position listed above.</i>	\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Travel		<i>Enter description of travel</i>	\$	\$	\$
			\$	\$	\$
Equipment		<i>Enter equipment descriptions and quantity</i>	\$	\$	\$
			\$	\$	\$
Other		<i>Enter supplies</i>	\$	\$	\$
			\$	\$	\$
Subtotal all Direct Costs			\$	\$	\$
Indirect Administrative Rate		<i>Not to exceed 15% of the total award</i>	\$	\$	\$
Total Requested Funding Amount			<i>Total is subtotal plus indirect rate subtotal</i>	\$	\$
Total Households projected to contact through outreach and education activities:					

Attachment A.7 - Budget Worksheet

			Fiscal Year 3						Total Fiscal Year 3
			Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	
Expense Area	Line Item	Description	Amount	Amount	Amount	Amount	Amount	Amount	Total Amount
Personnel	Enter position title	Enter % Full Time Equivalent (FTE) and role on project	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$
Benefits	Enter position title	Enter benefit % for each position listed above.	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$
Travel		Enter description of travel	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$
Equipment		Enter equipment descriptions and quantity	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$
Other		Enter supplies	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$
Subtotal all Direct Costs			\$	\$	\$	\$	\$	\$	\$
Indirect Administrative Rate		Not to exceed 15% of the total award	\$	\$	\$	\$	\$	\$	\$
Total Requested Funding Amount			\$	\$	\$	\$	\$	\$	\$
Total Households projected to contact through outreach and education activities:									

Applicant must fully complete this worksheet to demonstrate their capability, and that of their subcontractors, if applicable, to reach the number of households proposed in the Application.

Applicant must fill in proposed key activities and events for each month of the grant cycle (May 2013-December 2014)

Please see Appendix F for a Proposed List of Events.

If Applicant is applying as a Lead Agency, Applicant must provide one (1) worksheet for the lead agency AND one (1) worksheet for each subcontractor.

Applicant should fill out one (1) worksheet per County that they are applying for.

Note: Applicants may identify events or activities other than those listed. Innovative and creative approaches to Outreach and Education Messaging is strongly encouraged.

Explanation of Columns:

- 1. Month:** Indicate the month in which the proposed activity will be conducted. Applicant should have proposed activities for each month of the grant cycle.
- 2. Key Activity:** Indicate the proposed format or delivery method that will be used to conduct outreach or education activities (e.g. one on one, workshops, events, etc.)
- 3. Location:** Indicate the proposed location or city where the outreach or education activity will be conducted (e.g. office location, specific event, etc.)
- 4. Event Name:** Indicate the proposed event that Applicant will attend, if applicable. Please see Appendix F for reference.
- 5. Number of households provided with Outreach Messaging:** Indicate the number of that will receive Outreach messaging.
- 6. Number of households provided with Education Messaging:** Indicate the number of that will receive Education messaging.
- 7. Target Population to be reached:** Indicate the demographic to be reached (e.g. language, culture, ethnicity, etc.)

Attachment B.1 – Signed Contractor and Certification Clauses

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor 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 the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

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occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

Attachment B.2 – Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

For federally funded agreements in the amount of \$25,000 or more; by signing this agreement, the Applicant certifies that to the best of his/her knowledge and belief that he/she and their principals or affiliates are not debarred or suspended from federal financial assistance programs and activities not proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Applicant also certifies that it is not listed on the Excluded Parties Listing System (<http://epls.arnet.gov>) (Executive Order 12549, 7 CFR Par 3017, 45 CFR Part 76, and 44 CFR Part 17).

Signature: _____ Date: _____

Print Name: _____ Title: _____

Attachment B.3 – Darfur Contracting Act Certification Form

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and have not had within the previous
 Initials three years, business activities or other operations outside of the
 United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the
 Department of General Services (DGS) to submit a bid or proposal
 pursuant to Public Contract Code section 10477(b). A copy of the
 written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company
 below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Attachment B.4 – Conflict of Interest

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). 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.
- 2). 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.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-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, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-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 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of

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disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor 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 of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

I hereby attest that I have read and understand the information provided in this document:

Signature: _____ Date: _____

Print Name: _____ Title: _____