**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**

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

1. **TERM**

The Term of this Agreement shall be September 1, 2018, through December 31, 2019 and renewable by mutual consent of the parties annually thereafter. At least sixty (60) days prior to the end of each one-year term, the parties shall convene to discuss areas of compensation, Service Level Agreements (SLAs) and Agreement term as potential changes to be incorporated into a renewed agreement. This 60-day period shall be known as the “Renewal Period”. During the Renewal Period, the parties may agree to extend the term of the contract for longer than one year, but may not exceed a five-year extension. The parties may also incorporate additional tasks into a renewed agreement so long as any new tasks directly relate to the duties as set forth in the Scope of Work in Section C of Exhibit A. If this Agreement is not renewed before the end of a term, the Exchange’s payment obligations as outlined in Exhibit B shall discontinue upon the termination of this Agreement.

1. **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.

1. **AMENDMENT**

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

1. **AUDIT**

Contractor agrees that the awarding department (“Covered California”) and the Bureau of State Audits, Health and Human Services, or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of ten 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 Covered California to audit records and interview staff in any subcontract related to performance of this Agreement (45 C.F.R. sec. 155.1210, Gov. Code sec. 8546.7, Pub. Contract Code sec. 10115 et seq., Cal. Code Regs, Title 2, sec. 1896).