



**State of California**  
**HEALTH BENEFIT EXCHANGE**  
**DEPARTMENT OF HEALTH CARE SERVICES**  
**MANAGED RISK MEDICAL INSURANCE BOARD**

**Solicitation to Promote Maximum Enrollment in A Wide Range of Health Insurance Programs: Communications Support for the Outreach & Education Campaign Plan and Assisters Program**

**Release: December 27, 2011**

The Affordable Care Act provides California with the opportunity to significantly reduce the millions of uninsured in California and to transform the health insurance marketplace. Eligible uninsured individuals must understand their health care coverage options and be able to easily enroll and retain coverage. This can be achieved with meaningful outreach and education to California's diverse populations – a “no wrong door” enrollment approach where public and private programs are easy for consumers to understand and seamlessly navigate. The promotion of a “culture of coverage” in California can convey the importance that all individuals and families can obtain coverage to protect themselves from unexpected expense and to improve their health status. Without an effective outreach campaign, consumers seeking health insurance may not know about the affordable coverage programs for which they are eligible.

The California Health Benefit Exchange, Department of Health Care Services (DHCS), and the Managed Risk Medical Insurance Board (MRMIB) have been working closely together to collaborate on the planning and implementation of the Affordable Care Act and the important changes that it will bring. This collaboration includes developing a marketing and outreach plan to inform Californians about the full range of affordable health coverage that will be available to millions as of January 2014 and support their enrollment into health care programs.

In our continued efforts to successfully implement the Affordable Care Act, we are pleased to announce the release of this solicitation for the following services:

- Development of a statewide marketing, outreach and education strategy and plan to reduce the number of uninsured Californians by:
  - ✓ Ensuring eligible individuals are aware of, their options for subsidized and unsubsidized coverage through the Exchange, Medi-Cal and Healthy Families programs;
  - ✓ Assisting individuals with applying for and retaining coverage through appropriate and eligible program options

- ✓ As part of a comprehensive plan, developing outreach and communication strategies that are consumer-friendly, culturally and linguistically appropriate, and use targeted media and other strategies to reach the large and diverse population of Californians.
- Initial marketing and communications support, branding and design for the California Health Benefit Exchange and its programs to be coordinated with the overall outreach theme.
- Development of a plan for implementation of an Assisters Program.

We are committed in seeking broad stakeholder input to obtain their suggestions on how best to communicate and promote the availability of the new health care coverage options. Questions that will be asked include whether the state should create a single name or identifier for all public programs. All of the input gathered will be used by the state and its selected vendor to shape the communications, outreach and education plan, as well as help in the design of the Assisters Program.

This is an exciting and important opportunity to help millions of individuals and families obtain and retain affordable health care coverage in California.

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**California Health Benefit Exchange**

**Contract Solicitation and Model Contract - HBEX2**

**Communications Support for the Outreach &  
Education Campaign Plan**

**AND**

**Assisters Program**

**Under the Level 1 Establishment Grant**

# Table of Contents

1.	Introduction .....	1
2.	Contract Term and Total Contract Value .....	2
3.	Key Action Dates.....	2
4.	Background.....	3
5.	Additional Information .....	6
6.	Contact Person .....	6
7.	Contracting Process.....	6
8.	Conflict of Interest for Selected Contractor .....	7
9.	Darfur Contracting Act Certification.....	8
10.	Evaluation and Selection Criterion .....	8
10.A.	Minimum Qualifications .....	8
10.B.	Desirable Qualifications.....	9
10.C.	Approach and Methodology for Tasks Specified in the Model Contract's Exhibit A, Statement of Work.....	9
10.D.	Proposed Project Cost.....	10
10.E.	Acceptance/Modification to Model Contract Language .....	10
11.	Protest Process.....	10
12.	Proposal Format & Check List .....	11
12.A.	Cover Letter .....	11
12.B.	Vendor Qualifications & References.....	12
12.C.	Key Project Personnel Resumes.....	13
12.D.	Use of Subcontractors .....	14
12.E.	Approach and Methodology to Perform Services in Exhibit A Statement of Work and Project Timeline .....	14
12.F.	Acceptance/Modifications to Model Contract Language .....	15
12.G.	Project Cost .....	15
12.H.	Signed Contractor Certification Clauses (CCC-307) .....	15
12.I.	Debarment Certification.....	15
12.J.	Darfur Contracting Act Form.....	16
12.K.	OPTIONAL: Samples of Marketing, Outreach and Education Materials .....	16

13. Enclosures

13.A. Model Contract

- Exhibit A – Statement of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C - General Terms and Conditions
- Exhibit D - Special Terms and Conditions
- Exhibit E - Additional Provisions

13.B. Attachments

- Attachment 1 – Proposal Cost Format
- Attachment 2 – Contractor Certification Clauses (CC-307)
- Attachment 3 – Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- Attachment 4 – Darfur Contracting Act Form

**California Health Benefit Exchange  
Contract Solicitation and Model Contract – HBEX2  
Communications Support for the Outreach & Education Campaign Plan  
AND  
Assisters Program  
Under the Level 1 Establishment Grant**

**1. INTRODUCTION:**

This notice provides important information regarding the California Health Benefit Exchange, Department of Health Care Services, and Managed Risk Medical Insurance Boards (MRMIB) interest in and selection of a Contractor who shall provide consulting services towards the development of a Communication, Marketing, Outreach and Education Campaign Plan. The Contractor will perform highly specialized consulting services in the areas of:

- Developing and designing statewide comprehensive marketing, outreach and education campaign to promote health insurance programs that will be available in 2014 which are administered by the Department of Health Care Services and the Managed Risk Medical Insurance Board and the Health Benefit Exchange (e.g., Medi-Cal, Health Families, and Access for Infants & Mothers Program, and the Exchange programs). The campaigns shall target California's diverse population, such as:
  - ✓ Individuals in diverse racial, ethnic and cultural groups;
  - ✓ Monolingual, non-English speaking, or limited-English proficiency populations – where the campaigns must be designed and developed in a manner in which they can be successfully implemented in multiple languages; and
  - ✓ Low income and underserved populations.
- Developing and designing initial branding and messaging for the Exchange as an entity and implementing its launch;
- Identifying, providing and implementing immediate and near-term support and assistance to the Exchange with communication and media activities;
- Developing and designing the Assisters Program that will provide support for enrollment, retention and use of coverage; and
- Assisting the Exchange with the development of its Level II Grant Application with respect to the longer term needs for communications, marketing, and outreach support.

The consulting services being procured through this solicitation are highly technical and complex. Given the statement of work which is broad in its statewide outreach and education campaign and the diversity of the target populations, vendors should consider establishing partnerships with other entities who are experts and have experience in specialized areas. For example, the statement of work includes the design of comprehensive outreach and education campaign and the development of a plan for the

Individual Exchange's Assisters Program. While the Assisters Program may be a related component of the outreach and education strategies, the development of the Assisters Program's functions are uniquely distinctive compared to the design and development of statewide outreach and education campaign.

The services provided in the Model Contract are important to achieve the objectives California is pursuing in implementing the reforms enacted in the Affordable Care Act. These services are supported by the Exchange's Level 1 Establishment Grant and are needed as the Exchange, with its partners, moves towards full implementation of the Act.

Proposers are invited to review and respond to this solicitation. The term "proposer" and "vendor" shall be used interchangeably within this solicitation document. To submit a proposal to provide consulting services, as set forth in the Model Contract's Exhibit A, Statement of Work, proposers must:

- Comply with the instructions contained in this document;
- Meet the minimum qualification requirements;
- Comply with and propose an approach to the basic requirements specified in the Model Contract's, Exhibit A, Statement of Work; and
- Agree to the contract terms and conditions which are set forth in the Model Contract's Exhibits B, C, D, and E.

Please read this document carefully. Make sure you respond to the solicitation by the due date. **Please refer to the "Key Action Dates" shown below in Section 3.**

**2. CONTRACT TERM AND TOTAL CONTRACT VALUE:**

Contract Term	Total Contract Value:
March 1, 2012 through October 31, 2013	Not to exceed \$900,000 (Nine-hundred thousand dollars)

**3. KEY ACTION DATES:**

Important Key Action Dates (Subject to Change)	
Release of Solicitation and Model Contract	December 27, 2011
Last day to Submit Vendor Inquiries and Questions	January 23, 2012 (by 5:00 p.m. PST)
Proposals Due from Vendors	January 30, 2012 (by 5:00 p.m. PST)
State Evaluation, Negotiations and Vendor Selection Process	January 31, 2012 through February 21, 2012

<b>Important Key Action Dates (Subject to Change)</b>	
Notification of Intent to Award	February 22, 2012
Last Day to Protest Selection	February 29, 2012 <i>(Date the protest must be received by the Exchange.)</i>
Contract Award and Execution	March 1, 2012 <i>(Assumes no protest. A protest will delay this event.)</i>

**4. BACKGROUND:**

Soon after the passage of national health care reform through the Patient Protection and Affordable Care Act of 2010 (the "Affordable Care Act" or ACA), California initiated a multi-agency, coordinated effort to actively implement its provisions. As existing agencies within the state government began coordinated planning to implement the requirements of the Act and to take advantage of the opportunities it offers, California also enacted the first state legislation to establish a qualified 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 (CA-ACA).

Starting in 2014, the California Health Benefit Exchange together with the Department of Health Care Services (DHCS) and the Managed Risk Medical Insurance (MRMIB) will begin offering a range of health care coverage opportunities throughout California that will make it easier for individuals to afford health coverage. Each of these organizations has an important role to play in implementing the health care coverage expansions offered by the Affordable Care Act:

- DHCS oversees and administers the California's Medicaid Program (Medi-Cal) which will expand its pool of eligibles by changing income definitions and other eligibility rules and streamlining application processes;
- The Managed Risk Medical Insurance Board oversees and administers the California's Children's Health Insurance Program (Healthy Families), Access for Infants & Mothers (AIM) Program, and both the state and ACA funded high risk pools (Major Risk Medical Insurance Program and Pre-Existing Condition Insurance Plan), which will experience similar changes in eligibility rules and application processes; and
- The Health Benefit Exchange will offer subsidized health care coverage to individuals and families with incomes above the upper limits for the programs offered by DHCS and MRMIB, but will also offer non-subsidized health care coverage to individuals and the employees of small businesses who enroll in the Exchange's health plan offerings.

The joint mission of these three organizations, referred to as the project sponsors, is to reduce the number of uninsured Californians by creating an organized, transparent marketplace for Californians to purchase affordable, quality health care coverage to claim available federal tax credits and cost-sharing subsidies, and to meet the personal responsibility requirements imposed under the federal act (ACA). This mission needs to be promoted by a well designed communication effort to get the word out to the public about the new coverage opportunities that are available, the improved methods that will be in place to facilitate applying for and enrolling in coverage, and the obligation that many Californians have to obtain coverage for themselves and their families.

To advance this mission, the public also needs to have a better understanding of the Exchange. The Exchange as a new institution needs to develop an identity in the public's mind where it is seen, together with DHCS and MRMIB, as a trusted source of information about health coverage and a convenient place to compare offerings and purchase coverage.

The Exchange is currently funded through a \$39 million federal Level I Establishment Grant for administrative and consultant services through August 14, 2012. During the Level I Grant, the Exchange will conduct planning, research and early implementation activities revolving around a range of Core Areas set forth by the U.S. Department of Health and Human Services in the Level I Grant Establishment Grant. This solicitation focuses on two specific Core Areas:

1. Core Area X (Consumer Assistance for Individuals and Small Businesses); and
2. Core Area XI (Business Operations).

The Exchange is seeking a highly qualified consulting firm to assist staff in the development and design of:

- A comprehensive and effective short-term and long-term comprehensive communication plan for a statewide outreach and education campaign to establish an institutional identity for the Exchange and to promote the availability of public health coverage programs; and
- A comprehensive and effective plan for the development of the Assisters Program.

The goals of this project will be to accomplish the following:

- Design and develop a plan for a comprehensive statewide communications, marketing, outreach and education campaign to promote affordable health insurance programs which are administered by the Department of Health Care Services (e.g., Medi-Cal), the Managed Risk Medical Insurance Board (e.g. Health Families, and Access for Infants & Mothers Program) and the Health Benefit Exchange. The campaign will identify short-term (pre-operational) **and** long-term outreach, education and marketing strategies, including assessing and recommending different promotional activities of communication for the various diverse target audiences;

- Conduct focus group testing to ensure that the vendor proposed comprehensive statewide marketing, outreach and education plan shall be effective in educating the target populations about the new health coverage programs that will be available;
- Inventory and review the existing health insurance distribution systems, including identifying and understanding the current role of agents and brokers, application assisters, and other entities assisting individuals obtain and enroll in state affordable health insurance programs and private health care coverage;
- Develop and design initial branding and messaging for the Exchange as an entity and trusted source for health plan information and implement its launch;
- Identify, provide and implement immediate and near-term support and assistance to the Exchange with communication and media activities;
- Design and develop a comprehensive Assisters Program Plan (including identifying training curriculum requirements), in order to conduct enrollment, outreach and education efforts for the promoting state affordable health insurance programs;
- Develop an implementation timeline, identify funding necessary to support implementation of the Plan actions identified for marketing, outreach and education campaign and Individual Exchange's Assisters Program; and
- Prepare supporting documentation for the Level II Grant Application process; and
- Develop a model contract solicitation document, in order for the Exchange in collaboration with the Department of Health Care Services and Managed Risk Medical Insurance Board, to competitively procure services from a vendor to implement the comprehensive statewide outreach and education activities and campaign.

If directed by the Exchange and mutually agreed upon by the Contractor, and subject to Board approval, the Exchange may amend the Agreement's Statement of Work (Exhibit A) and Budget Detail and Payment Provisions (Exhibit B) to procure additional services. The additional services may include the actual implementation of the project sponsors' approved short-term and long-term comprehensive statewide marketing, outreach and education campaigns.

It is critical that these goals are achieved, in order to achieve the objectives California is pursuing in implementing the reforms enacted in the Affordable Care Act. The Contractor's proposed role is defined by the Model Contract's Exhibit A, Statement of Work. However, under the Exchange's contract solicitation process, **proposers are allowed to offer alternative approaches and improvements to the proposed Statement of Work** in achieving the project sponsors' overall goal of developing and designing the comprehensive statewide marketing, outreach and education campaigns and Assisters Program.

## 5. ADDITIONAL INFORMATION:

- Additional information on federal health care reform can be found at:
  - [www.healthcare.gov](http://www.healthcare.gov)
  - [cciio.cms.gov](http://cciio.cms.gov)
  - [www.healthcare.gov/center/regulations/index.html](http://www.healthcare.gov/center/regulations/index.html)
- The enabling California state law, which enacted a California Health Benefit Exchange (CA-ACA,) and the current status of the Exchange operation may be located at
  - [www.healthexchange.ca.gov](http://www.healthexchange.ca.gov)
- Information regarding the California Health Benefit Exchange Level I Establishment Grant may be located at:
  - [www.healthexchange.ca.gov/Grants/Pages/GrantInformation.aspx](http://www.healthexchange.ca.gov/Grants/Pages/GrantInformation.aspx)
- Information about DHCS and its programs can be found at
  - [www.dhcs.ca.gov](http://www.dhcs.ca.gov)
- Information about MRMIB and its programs can be found at
  - [www.mrmib.ca.gov](http://www.mrmib.ca.gov)
- Information about health reform and its impact on health plan regulation by the Department of Managed Health Care and the California Department of Insurance can be found at:
  - [www.dmhc.ca.gov](http://www.dmhc.ca.gov)
  - [www.insurance.ca.gov](http://www.insurance.ca.gov)

## 6. CONTACT PERSON:

The contact persons for this solicitation are Mr. Dennis Gilliam, Contracts Administrator, **or** Ms. Thien Lam. Either may be contacted via e-mail at [HBEXSolicitation@hbex.ca.gov](mailto:HBEXSolicitation@hbex.ca.gov). Mr. Gilliam may be contacted by telephone at (916) 263-0743 or Ms. Lam may be contacted at (916) 263-4272.

During the solicitation process, all inquires regarding this solicitation shall be directed to Mr. Gilliam or Ms. Lam, who will coordinate responses with staff. When submitting inquiries, proposers must reference this solicitation number (i.e. HBEX2). **The last day to submit inquiries is January 23, 2012 (at 5:00 p.m. PST).** Responses to inquiries will be posted on the Exchange's website at [www.healthexchange.ca.gov](http://www.healthexchange.ca.gov).

## 7. CONTRACTING PROCESS:

Enabling statues exempt the Exchange from certain provisions of the state law related to competitive bidding. The Exchange is committed to assuring a fair, open and rigorous competition for the award of this contract and will use a competitive negotiation process to select a Contractor. **The competitive negotiation process is not a Request for**

**Proposals (RFP).** Rather, it is a dynamic competitive process through which the Exchange can evaluate and test, through a negotiation process, the strengths and weaknesses of the vendors and their proposals, and make a final selection based on the criterion contained in this solicitation document. The goal of the process is to negotiate the maximum levels of services available for a competitive price and for the Exchange to obtain the overall best value.

In the competitive negotiation process, all proposers are encouraged to offer their best method of how to provide services in order to achieve the Exchange's desired outcomes and make use of their best individual business practices. The Exchange reserves the right to:

- Accept proposals as submitted;
- Reject a part or all of a proposal; and/or
- Reject all proposals.

Proposers who have demonstrated their ability and experience to effectively and successfully provide the services as described in the Model Contract's Exhibit A, with a competitive price, may be asked to enter into negotiations with the Exchange to discuss and provide further information on any business practices, business solutions proposed by the vendor to the Exchange, and/or improvements to the vendor's submitted proposal. Proposers shall be invited to enter into negotiations with the Exchange at the sole discretion of the Exchange.

Vendors may subcontract with other entities to provide services under this contract. The use of any subcontractor must be fully explained in the vendor's proposal. Any and all subcontracts entered into by the Contractor for the purpose of meeting the requirements of the contract are the responsibility of the Contractor. The Exchange will hold the Contractor responsible for assuring that subcontractors meet all of the requirements of the negotiated contract for services.

#### **8. CONFLICT OF INTEREST FOR SELECTED CONTRACTOR:**

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's 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.
- (c) Consulting services contracts subject to Chapter 10 (commencing with [Section 4525](#)) of [Division 5 of Title 1 of the Government Code](#).

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 by Contractor from unauthorized use and disclosure. Contractor agrees that Contractor shall not use any non-public information for any purpose other than carrying out the provisions of the Agreement.

#### **9. DARFUR CONTRACTING ACT CERTIFICATION:**

**All proposers 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 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).

#### **10. EVALUATION AND SELECTION CRITERION:**

Working in collaboration with the Department of Health Care Services and Managed Risk Medical Insurance Board, the Exchange will select a vendor based on an assessment of the best overall value. The California Health Benefit Exchange is not required to select the lowest priced proposal submitted. The Exchange will thoroughly review responses to this solicitation evaluating those which most closely meet the goals identified in the solicitation, using the following factors as noted below.

The Exchange will accept proposals only from vendors who meet the following minimum qualifications. This will be determined through a review of both the vendor's past experience and the experience of the key individuals who will be working on this project, as reflected in their submitted resumes.

##### **A. Minimum Qualifications:**

- Experience with prior projects in successfully and effectively branding and messaging a new product (e.g. initial design, focus group testing and final recommendations, etc.);
- Experience with prior projects in successfully and effectively providing immediate and near-term support and assistance with communications and media activities (e.g., op-eds, news releases, web design, use of social media, news articles, and public service announcements); and

- Experience with prior projects in successfully developing and designing an effective and comprehensive statewide marketing, outreach and education campaigns for health care or related programs.

**B. Desirable Qualifications:**

- Knowledge of and experience with prior projects involving successful implementation of the federal ACA, or with state operated health care exchanges that pre-date the ACA;
- Knowledge of and experience with prior projects involving successful marketing, outreach and education planning efforts and activities for other state Exchanges that pre-date the ACA;
- Knowledge and experience with prior projects involving successful marketing, outreach and education campaigns which target diverse and “hard to reach” populations;
- Knowledge and experience with prior projects involving successful marketing, outreach and education campaigns implemented with a multicultural approach;
- Knowledge of and experience with prior projects involving successful marketing, outreach, education, and enrollment efforts for governmental and non-governmental health programs, including Medicaid and the Children’s Health Insurance Program;
- Knowledge of and experience with prior projects involving the successful design and development of the Navigator, Agent and Broker Program or Assistants Programs for other state Exchanges;
- Knowledge and experience with prior projects in successfully and effectively designing and implementing statewide marketing, outreach and education campaigns for health care, public health or related programs.
- Knowledge and experience with outreach and public information campaigns conducted in California with a diversity of populations.

**C. Approach and Methodology for Tasks Specified in the Model Contract’s Exhibit A, Statement of Work:**

- Demonstrates originality, viability, and feasibility of the proposer’s approach in achieving and accomplishing the tasks specified in the Model Contract’s Exhibit A, Statement of Work;
- Demonstrates the ability to be innovative and creative by improving the concepts, approaches and strategies, which were originally identified in the Exhibit A, Statement of Work. Demonstrates ability to “think outside of the box;”

- Demonstrates that the strategic direction and methodology is based on demonstrated successful approaches and best practices;
- Demonstrates the ability to effectively and successfully perform initial program branding and messaging;
- Demonstrates the ability to effectively and successfully develop and design the comprehensive, statewide marketing, outreach and education campaigns geared towards the targeted audiences and populations;
- Demonstrates the ability to effectively and successfully develop and design the Individual Exchange's Assistants Program; and
- Demonstrates the ability to provide expertise, assistance and support for the Level II Grant Application Process.

**D. Proposed Project Cost:**

- The proposed fixed fee for providing all deliverables required under this Agreement (refer to Attachment 1). The fixed fee must identify the hourly costs, staffing levels and time needed to perform services under this contract, which must be competitive with those proposed by other vendors and be the best overall value;
- Appropriate level of staff proposed for each task, as reflected in the Proposal Cost Format (Attachment 1); and
- Proposed costs adequately reflect the vendor's ability to meet the key tasks, perform the services specified in the Model Contract's Exhibit A (Statement of Work) and proposer's approach and methodology to achieve the tasks required in the Statement of Work.

**E. Acceptance/Modification to Model Contract Language:**

- A request to change the language of the Model Contract in a way that the Exchange, at its discretion, concludes **will improve the Statement of Work and/or other terms of the Model Contract will count in favor of the proposer during the evaluation and selection process;** and
- A request to change the language of the Model Contract in a way that indicates the proposer's inability or unwillingness to meet the objectives and goals of this project, or to accept other model contract terms/language, will count against the proposer during the evaluation and selection process.

**11. PROTEST PROCESS:**

A protest may be submitted according to the procedures set forth below. If a vendor has submitted a proposal which it believes to be totally responsive to the requirements of the solicitation process and believes the proposer should have been selected, according to the evaluation and selection criteria (in Section 9 of this solicitation document) and the proposer believes the Exchange has incorrectly selected another proposer for the

award, the proposer may submit a protest of the selection as described below. Protests regarding selection of the “successful proposer” 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. Protests must be mailed or delivered to:

<b>Street Address:</b>	<b>Mailing Address:</b>
California Health Benefit Exchange Contracts Administrator 2535 Capitol Oaks Drive, Suite #120 Sacramento, CA 95833	California Health Benefit Exchange Contracts Administrator 2535 Capitol Oaks Drive, Suite #120 Sacramento, CA 95833

**12. PROPOSAL FORMAT & CHECK LIST:**

Proposals must be received by the Exchange and are due on **January 30, 2012 (by 5:00 p.m. PST)**. Vendors must ensure that their proposal complies with the instructions contained in this solicitation document. Materials submitted by proposed vendors will be kept confidential to the extent provided by law.

When submitting proposals, vendors must assure that eight (8) separately bound copies of their proposal are received by the Exchange. Proposals must be completely sealed and mailed or delivered to:

**California Health Benefit Exchange  
Solicitation Process HBEX2  
2535 Capitol Oaks Drive, Suite #120  
Sacramento, CA 95833**

Late proposals will not be accepted.

**A. Cover Letter (Maximum 1 Page):**

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

- 1) Proposer’s company name, mailing address and telephone number;
- 2) Name, telephone number, fax number, e-mail address, and title of a contact person;
- 3) Title of this solicitation;
- 4) Federal Tax Identification Number and all information required to complete the coversheet of the Model Contract (STD 213);
- 5) If the proposer is a Disabled Veteran Business Enterprise (DVBE) or State Certified Small Business (CSB), include their Certification Number

and expiration date. However, no preference points for being a certified DVBE or CSB will be given to the proposer;

- 6) Submission date of the proposal; and
- 7) Signature of an individual authorized to enter into contracts on behalf of the proposer.

**B. Vendor Qualifications & References (Maximum 25 - 30 pages):**

- 1) Provide an overall description of the proposer's organization, the date the organization was established, type of ownership, location of headquarters, and major offices in California (if applicable), and number of employees in the organization;
- 2) Describe the proposer's understanding and knowledge of both the federal and state Affordable Care Act;
- 3) Describe the proposer's understanding and knowledge of the goals and objectives of the California Health Benefit Exchange, DHCS, and MRMIB;
- 4) Describe the proposer's understanding and knowledge of the goals and objectives of this project (as described in the "Background" narrative of this solicitation document [Section 4], as well as the Model Contract's Exhibit A, Statement of Work);
- 5) Describe and provide examples of the proposer's capabilities, skills, and experience with prior projects in successfully and effectively developing the branding and messaging of a new product, including its implementation and launch (if applicable);
- 6) Describe and provide examples of the proposer's capabilities, skills, and experience with prior projects in successfully and effectively providing and implementing communication and media activities (e.g., op-eds, news releases, web design, use of social media, news articles, and public service announcements);
- 7) Describe and provide examples of the proposer's capabilities, skills, and experience with prior projects in effectively and successfully developing and designing comprehensive statewide marketing, outreach and education campaigns for health care, public health or related programs;
- 8) If applicable, describe the proposer's knowledge and experience with prior projects involving successful development and design of a program similar to the Navigator, Agent and Broker Program or other Assisters Program, including the development of training curriculum and training/education materials;
- 9) If applicable, describe the proposer's knowledge and experience with prior projects involving successful marketing, outreach and education campaigns which target diverse, multi-cultural and "hard to reach" populations;
- 10) If applicable, describe the proposer's knowledge of and experience with prior projects involving successful outreach and education activities and

efforts with government which could include those related to Medicaid and the Children's Health Insurance Program;

- 11) If applicable, describe the proposer's knowledge of and experience with prior projects that required the drafting and development of grants;
- 12) If applicable, describe the proposer's knowledge of and experience with prior projects that resulted in successful statewide implementation of a comprehensive marketing, outreach and education plan for health care, public health or related programs;
- 13) Provide a chart describing the organization's structure and a statement where the project staff fit into the structure;
- 14) Identify the key personnel who will work on this project. Include resumes for each key person, describing their experience and tenure that qualifies them to work on this contract. (See Item 10.C regarding the submission of resumes.);
- 15) Describe to what extent the key personnel will be available and accessible;
- 16) Provide five (5) references who are knowledgeable about the proposer's work on current or recent contracts. The references should be selected for contracts that are related to the health care industry and tasks for which the Exchange is seeking services for. Provide the following information for each reference:
  - a) Name, title, address, telephone number, and e-mail address; and
  - b) Brief description of the type of services performed.
- 17) If the proposer was a previous or is a current Contractor with the State of California, provide the following information noted below for contracts from the prior three (3) years:
  - a) Contracting State of California department's name;
  - b) Contract term date (i.e. start and end dates);
  - c) Contract Number;
  - d) Summary of services performed and provided;
  - e) Contract amount;
  - f) Contact person's name; and
  - g) Contract person's telephone number.

**C. Key Project Personnel Resumes (Maximum of 5 Pages for Each Individual):**

Provide resumes of key project personnel who will provide the services contained in the Model Contract's Exhibit A, Statement of Work. The resumes should clearly demonstrate that the person possesses the experience and knowledge required to execute the tasks and develop the deliverables specified in the Statement of Work. The resume should contain the individual's academic and

professional achievements, as well as participation and affiliation with any professional organizations.

**D. Use of Subcontractors (Maximum 5 pages not including Resumes):**

List and provide a summary of all subcontractors that will be used for this Contract. Include the following information on each proposed subcontractor:

- 1) Name and address of the subcontractor and the name, telephone number and e-mail address of the subcontractor's main contact person;
- 2) Brief description of which tasks or projects the subcontractor will perform, or assist in performing, and how the subcontractor will be a benefit and value for the task or project;
- 3) Brief description of the subcontractor's background and experience and include resumes of the subcontractor's key staff assigned to the project. Subcontractor's resumes will not be counted towards the maximum number of five (5) pages for this section. Instead, the subcontractor's resumes will be included as Attachments to the proposer's response to this section. There is a maximum of five (5) pages for each subcontractor's resume;
- 4) Estimated cost of each subcontractor for the proposed tasks or projects, based on actual price quotes or negotiations with the proposed subcontractor; and
- 5) If the proposed subcontractor is a Disabled Veteran Business Enterprise or State Certified Small Business, include their Certification Number and expiration date.

**E. Approach and Methodology to Perform Services in Exhibit A, Statement of Work and Project Timeline (Maximum 20 pages):**

- 1) Describe the proposer's detailed approach in achieving and accomplishing the tasks needed by the Exchange, as set forth in this solicitation document and the Model Contract's Exhibit A, Statement of Work;
- 2) Describe, in detail, any other alternative, innovative and creative approaches in improving the concepts and strategies which were originally identified in Model Contract's Exhibit A, Statement of Work;
- 3) Develop a detailed timeline and work plan which identifies key milestones and tasks that need to be performed, in order to provide services under this Agreement; and
- 4) Describe the software and tools that the proposer will use to manage this project.

**F. Acceptance/Modifications to Model Contract Language:**

This solicitation document includes the Model Contract, Exhibit A through Exhibit E. **Proposers are encouraged to offer alternative, innovative or creative approaches in improving the concepts and strategies originally identified in Exhibit A, Statement of Work.** The Statement of Work must be revised to fully reflect the vendor's proposed alternative approaches and methodologies.

Proposers interested in contracting with the Exchange must carefully review the contract and prepare a "red-line version," indicating modifications and changes to the contract. Do not re-type the Model Contract.

Proposed changes must be documented directly on the enclosed Model Contract, using strikeouts and underlines. Strikeouts signify deletions to contract language, whereas underlines document additional proposed contract language. **Do not use italics or "track changes."** Wherever appropriate, additional pages may be inserted.

In the event the proposer does not have any modifications to the Model Contract Language, include a 1 page insert indicating that there are no additional modifications. The proposer does not need to include a copy of the Model Contract with their proposal if there are no additional modifications.

Note that changes to the Model Contract will be evaluated as part of the Evaluation and Selection Criteria, as prescribed in Section 9.

**G. Project Cost:**

Estimate the number of hours for each staff person who will perform services for this contract. Identify the hourly costs for each staffing level, administrative overhead rate, and costs for each subcontract. Identify the proposed fixed fee for developing, creating, and producing all deliverables required in the Model Contract's Exhibit A, Statement of Work.

When submitting the Project Cost, use the format shown on **Attachment 1**.

**H. Signed Contractor Certification Clauses (CCC-307):**

A completed and signed Contractor Certification, which certifies that the vendor 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. This is **Attachment 2**.

**I. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions:**

A completed and signed Certification is required as a condition for receiving Federal Funding. This is **Attachment 3**.

**J. Darfur Contracting Act Form:**

A completed and signed Darfur Contracting Act Form is required as a condition to submit a proposal. This must be signed by a person authorized to sign contracts, preferably the individual signing the cover letter. This is **Attachment 4**.

**K. OPTIONAL: Samples of Marketing, Outreach and Education Materials (Maximum of 10 Pages):**

Provide actual samples of final work products that were used for any marketing, outreach and education activities and efforts. Samples may include op-eds, news releases, public service announcements, flyers, brochures, tri-folds, other forms of print materials, including website materials, etc.

# MODEL CONTRACT

AGREEMENT NUMBER

XXXXXXXXXX

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Health Benefit Exchange

CONTRACTOR'S NAME

2. The term of this Agreement is: **March 1, 2012 through October 31, 2013**

3. The maximum amount of this Agreement is: **\$ 900,000.00**  
Nine-Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Statement of Work 21 pages

Exhibit B – Budget Detail and Payment Provisions 4 pages

Exhibit C – General Terms and Conditions 10 pages

Check mark one item below as Exhibit D:

Exhibit – D Special Terms and Conditions (Attached hereto as part of this agreement) 3 pages

Exhibit – D\* Special Terms and Conditions

Exhibit E – Additional Provisions 2 pages  
Attachment 1 – Resumes TBD pages

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

## CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

## STATE OF CALIFORNIA

AGENCY NAME

California Health Benefit Exchange

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Peter V. Lee, Executive Director, California Health Benefit Exchange

ADDRESS

2535 Capitol Oaks Drive, Suite #120, Sacramento, CA 95833

*California Department of General  
Services Use Only*

Exempt per:  
**Government Code  
Section 100505**

## **Exhibit A (Standard Agreement)**

### **STATEMENT OF WORK**

#### **I. Research and Analysis:**

- A. The Contractor shall thoroughly review, at a minimum, the following:
1. Research on effective outreach strategies and best practices;
  2. Federal Patient Protection and Affordable Care Act of 2010 (ACA), Section 1311(i);
  3. California Patient Protection and Affordable Care Act (CA-ACA), which is the state's enabling legislation (Chapters 655 and 659, Statutes of 2010);
  4. California's Level I Establishment Grant Application;
  5. Proposed federal regulations on:
    - a) Becoming a federally qualified Exchange (Notice of Proposed Rulemaking CMS-9989-P) - 45 CFR, Sections 155.205(e), 155.210 and 155.220;
    - b) Exchange Functions in the Individual Market; Eligibility Determinations; Exchange Standards for Employers (Notice of Proposed Rulemaking CMS-9974-P)
    - c) Eligibility changes to the Medicaid Program under ACA (Notice of Proposed Rulemaking CMS-2349-P); and
    - d) Health Insurance Premium Tax Credit (Notice of Proposed Rulemaking REG-131491-10).
    - e) Any other proposed federal regulations impacting Exchange implementation that are published during plan development;
  6. Inventory and review the existing health insurance distribution system in California, including analyzing and understanding the current role of agents and brokers, application assisters and other entities assisting individuals to obtain and enroll in state affordable health insurance programs and private health care coverage;
  7. Maryland's Health Benefit Exchange Final Report (authored by Weber Shandwick), which describes marketing, advertising, public relations and community outreach strategies for Maryland's program;
  8. Education and Outreach Workgroup white paper of the Maryland Health Care Reform Coordinating Council (October 2010); and
  9. Reports, surveys, data and focus group results which have already been completed by other states, the federal government, the California Health Care Foundation, the California Endowment, other foundations, and advocacy groups, etc., as set forth in Exhibit A, Item IV.C. and Item VII.B, of this Agreement; and
  10. Other pertinent information to be provided by the Exchange or project sponsors.

## Exhibit A (Standard Agreement)

### II. Branding and Design:

- A. The Contractor shall collaborate with the project sponsors to develop and create the separate names, logos, and taglines for the Health Benefit Exchange and its offerings. The Contractor shall provide recommendations on various program names, logos, graphic elements, and taglines which identify the Exchange in a way that coordinates with the joint effort of the project sponsors to promote the enrollment of individuals and families into state affordable health insurance programs in California as determined in paragraph.
- B. The Contractor shall investigate the potential for coordination and/or integration of the program names, logos, graphic elements, and taglines among all state affordable health insurance programs, including offerings from the Exchange as well as Medi-Cal, Healthy Families, and the Access for Infants & Mothers (AIM) Program, etc. The Contractor shall explore the feasibility and provide recommendations on a single/common branding and messaging (e.g., collective program name, logo, graphic element, and tagline) for California’s affordable health insurance programs.

The Contractor understands and acknowledges that consumers who apply for subsidized health care coverage through the Individual Exchange will first be evaluated for their eligibility under other state affordable health insurance programs, prior to them qualifying for a subsidy in the Individual Exchange. Consumers seeking affordable health care coverage will likely not know the program for which they are eligible. Therefore, it will be critical that the Exchange and other state affordable health insurance programs have a seamless and coherent message and branding.

- C. The Contractor understands and acknowledges that the branding of any program name, logo, graphic element, and tagline will be designed in a manner that shall be effectively used in multiple languages in order to reach the diverse targeted populations, as set forth in Exhibit A, Item IV.B.6, of this Agreement.
- D. The Contractor shall provide draft versions of the deliverables identified in Exhibit A, Item II, of this Agreement, to the Exchange by the due dates set forth below or within a timeframe as required and specified by the Exchange. All deliverables shall be reviewed and approved by the Exchange. Any changes or additions requested by the Exchange shall be incorporated **within seven (7) calendar days** from the date in which the Exchange provided its feedback.

Deliverable Associated to Services For:	Due Date:
<b>Exhibit A, Item II.A</b> – Provide recommendations on various program names, logos, and taglines by the Exchange to identify itself and its offerings.	Mid-March 2012
<b>Exhibit A, Item II.B</b> – Explore feasibility, develop options and recommendations related to coordination and/or integration of the Exchange’s program names, logos, graphic elements, and taglines with other state affordable health insurance programs, including, but not limited to, Medi-Cal, Healthy Families, and the Access for Infants & Mothers (AIM) Program.	Mid/Late-March 2012

## **Exhibit A (Standard Agreement)**

### **III. Immediate and Near-Term Communications and Media Plan and Activities:**

The Contractor shall develop, provide, and implement immediate and near-term support and assistance with communications and media activities for the Exchange. The Contractor shall perform, at a minimum, the following:

- A. Enhance and redesign the current California Health Benefit Exchange website which must comply with state and federal requirements. This includes, but is not limited to, the following:
  - 1. Enhance and re-design the Exchange general website content, home page, develop Frequently Asked Questions (FAQs), fact sheets, and website “hot topics” messages and articles, etc.;
  - 2. Include the functionality to allow consumers to access a mobile home page through their smart phones and allow consumers to sign-up to receive general updates via e-mail; and
  - 3. Present the branding and messaging of the Exchange’s program names, logos, graphic elements, taglines, including any Exchange-approved media materials, as set forth below in Exhibit A, Item III.B, of this Agreement.
- B. Develop, create and finalize the following media materials to provide and increase public awareness of the Exchange’s implementation activities as requested and required by the Exchange. In addition, the Contractor shall translate all media materials into other threshold languages as directed by the Exchange. Media materials shall include, but are not limited to, the following:
  - 1. Op-eds;
  - 2. News releases;
  - 3. Public service announcements;
  - 4. News articles; and
  - 5. Social media (including implementation of Facebook, Twitter, Blogs, YouTube, and badges, etc.).
- C. Provide recommendations on other types of immediate and near-term communications and media activities that the Exchange may consider to implement, in order to launch the new Exchange’s program names, logos, graphic elements and taglines. The Contractor shall provide detailed descriptions and explanations on the types of additional activities that need to be implemented in the calendar year of 2012. The Contractor shall explain the reason and rationale for including each additional communications or media activity.
- D. Upon the Exchange staff’s approval of the recommendations provided by the Contractor, as set forth in Exhibit A, Item III.C, of this Agreement, the Contractor shall finalize and implement the additional immediate and near-term communications and media activities.

## Exhibit A (Standard Agreement)

- E. The Contractor shall provide draft versions of the deliverables identified in Exhibit A, Item III, of this Agreement, to the Exchange by the due dates set forth below or within a timeframe as required and specified by the Exchange. All deliverables shall be reviewed and approved by the Exchange. Any changes or additions requested by the Exchange shall be incorporated **within seven (7) calendar days** from the date in which the Exchange provided its feedback.

Deliverable Associated to Services For:	Due Date:
<b>Exhibit A, Item III.A</b> – Enhance and redesign the current California Health Benefit Exchange website.	Early-April 2012
<b>Exhibit A, Item III.B</b> – Develop, create, and finalize media materials, including social media, to provide and increase public awareness.	Mid-March 2012
<b>Exhibit A, Item III.C</b> – Provide recommendations on other types of immediate and near-term communications and media activities that the Exchange may consider to implement, in order to launch the new Exchange’s program names, logos, graphic elements and taglines.	Late-March 2012
<b>Exhibit A, Item III.D</b> – Finalize and implement the additional near-term communications and media activities, which have been approved by the Exchange.	To Be Determined By the Exchange

#### IV. Develop and Design a Comprehensive Statewide Marketing, Outreach & Education Campaign Plan:

- A. Short-Term and Long-Term Statewide Campaigns:

The Contractor shall develop and design effective, comprehensive, short-term (pre-operational) and long-term statewide marketing, outreach and education campaigns to effectively and successfully **assist consumers to apply for, enroll and retain coverage** in state affordable health insurance programs (e.g., Medi-Cal, Healthy Families, and Access for Infants & Mothers [AIM] Program, and the Exchange’s individual and Small Employer Health Options Program). The campaigns shall take the approach determined by the project sponsors based on options and recommendations presented in Item II.B above.

Consumers seeking health insurance may not know about the different affordable health insurance programs for which they are eligible. The "no wrong door" enrollment vision and a single application will require outreach and communication campaigns that address affordable coverage broadly for many diverse populations. Moreover, families may have members who are eligible for different programs or whose eligibility changes during a year and may move between the Exchange, Medi-Cal and Healthy Families programs. The outreach campaigns must be designed to promote seamlessness and coherency between the Exchange and other state

## **Exhibit A (Standard Agreement)**

affordable health insurance programs. Eligible individuals must understand their coverage options and must be able to enroll and retain coverage easily, and state health insurance programs must be easy to navigate and understand.

The statewide marketing, outreach and education campaigns shall identify comprehensive strategies customized for each state region and targeted population (which is recommended by the Contractor and approved by the Exchange) to facilitate maximum enrollment of eligible individuals, families, and small business employer groups into the Exchange's programs or other state affordable health insurance programs. When developing and designing the statewide outreach campaigns, the Contractor shall, at a minimum, perform the tasks and services as set forth in Exhibit A, Item IV, of this Agreement.

The campaign should consider the timing of outreach and education activities required to promote public awareness regarding the availability of the new Individual Exchange and SHOP programs. In addition, the outreach and education strategies consider the timing of efforts to promote public awareness regarding the availability of existing state affordable health insurance programs in California. The implementation of outreach and education strategies shall occur in advance of the 2013 Exchange Open Enrollment Period and shall include outreach strategies that need to be accomplished through December 31, 2013.

The long-term strategies shall focus on outreach and education activities (which must occur on and after January 1, 2014) to continuously promote public awareness about the all state affordable health insurance programs as well as the availability of non-subsidized coverage and the requirement to be covered. The long-term strategies shall promote the need to successfully enroll qualified individuals, families, and small employer groups and retain enrollment of existing enrollees in health care programs.

**B. Short-Term and Long-Term Framework, Goals and Objectives for Statewide Campaign Strategies:**

1. The Contractor shall assess, identify and define the framework, goals and objectives of the short-term and long-term strategies to implement a comprehensive statewide marketing, outreach and education campaigns. The Contractor shall identify and provide recommendations on the specific goals and objectives of the campaigns. Goals and objectives shall include, but shall not be limited to, the following:
  - a) Ensuring that eligible individuals are aware of (and apply for) the new programs available through state affordable health insurance programs;
  - b) Reducing the number of uninsured individuals in California;
  - c) Developing outreach strategies which are consumer-friendly, consumer-focused, evidenced-based, and easily accessible in the least burdensome manner by the target populations. Target populations are defined in Exhibit A, Item IV.B.6, of this Agreement;

## **Exhibit A (Standard Agreement)**

- d) Developing outreach strategies that establish trust and confidence between the target populations and the programs offering affordable health coverage. For example, individuals, families, and small employer groups must perceive the application and enrollment processes as being a positive opportunity for them to obtain comprehensive health care benefits. In addition, it is important that individuals, families, and small employer groups understand that their personal information will be protected and stored in a secured fashion;
  - e) Developing outreach strategies that can be used by local trusted organizations to educate and inform individuals and families about the opportunity to obtain comprehensive health care benefits through the Exchange and other state affordable health insurance programs;
  - f) Developing proposed strategies that are both successful and cost-effective, given the level of Exchange funding available for marketing, outreach and education, and the challenges associated with designing communications and outreach strategies in a state as diverse and large as California; and
  - g) Identifying other goals and objectives which need to be considered by the Exchange to support the project sponsors' common mission and goals.
2. The Contractor shall identify, propose and recommend strategies to effectively collaborate and establish interactive, full partnerships with other public and private sector entities, which shall be approved by the project sponsors. The entities may be organizations which are recommended by the Contractor, as set forth in Exhibit A, Item IV.E.3 or organizations described in Exhibit A, Item IV.E.4, of this Agreement. The Contractor, at a minimum, shall:
- a) Identify shared common goals that the project sponsors have with the public and private sector entities;
  - b) Interactively engage the public and private sector entities in the design and development of the statewide marketing, outreach and education campaigns. The Contractor shall develop outreach and education strategies which demonstrate unification and coordination with public and private sector entities;
  - c) Align strategies with other outreach and education activities which are performed by the public and private sector entities.
3. The Contractor shall assess, identify and define the marketing, outreach and education strategies that need to be coordinated with national, state, and local partners (e.g., federal government, County Offices, Department of Health Care Services, Managed Risk Insurance Board, Department of Managed Health Care, and Department of Insurance, Office of Patient Advocate, etc.);

## **Exhibit A (Standard Agreement)**

4. The Contractor shall assess, identify and define the marketing, outreach and education strategies that need to be coordinated with providers, health plans, Navigators, Agents, Brokers and Assisters;
5. The Contractor shall assess, identify and define other types of statewide strategies which are identified by the Contractor and approved by the Exchange, which support the project sponsors' common missions and goals; and
6. The Contractor shall assess and identify the specific target audiences and populations (including specific demographic information) for the comprehensive statewide marketing, outreach and education strategies for the short-term and long-term campaigns. The Contractor shall conduct market research to identify and determine target populations who are eligible for the state affordable health insurance programs, which include, but are not limited to, the following:
  - a) Individuals and families who meet the income eligibility standards for Exchange subsidy programs (e.g., premium tax credit and cost sharing reductions);
  - b) Individuals and families eligible for (but not enrolled in) state affordable health insurance programs, such as Medi-Cal, Healthy Families, and Access for Infants & Mothers (AIM) programs;
  - c) Individuals and small employer groups who are or have members who are of non-English speaking/monolingual or have limited-English proficiency;
  - d) Individuals in diverse racial, ethnic, and cultural groups in the state;
  - e) Individuals who lawfully reside in the United States, but who are not U.S. Citizens or U.S. Nationals;
  - f) Individuals in age groups likely to be eligible for or seek coverage through the Individual Exchange, SHOP or other state affordable health insurance programs;
  - g) Individuals and families with different education levels;
  - h) Individuals whose first point of contact for possible eligibility for Exchange or other state affordable health insurance programs may be when they are receiving services (e.g., at an Emergency Room or physician's office);
  - i) Individuals, families, and small employers currently without health care coverage;
  - j) Special populations (including individuals who live in rural areas, small businesses who operate in rural areas, seasonal workers, Native American Indians and Alaska Natives, etc.);
  - k) Individuals, families, and employer groups with disabilities and special needs;
  - l) Other "hard-to-reach" populations;

## **Exhibit A (Standard Agreement)**

- m) Populations who are least likely to apply for and enroll in the Exchange programs or other state affordable health insurance programs for which they are eligible without assistance;
- n) Individuals at all income levels who are not otherwise eligible for state affordable health insurance programs or employer-sponsored health care coverage; and
- o) Other targeted groups identified through market research, focus groups and stakeholder feedback which are recommended by the Contractor and approved by the project sponsors.

C. Review and Analysis of Existing Information and Data:

The Contractor shall make use of existing surveys, data analysis and reports completed by other states, the federal government, universities and research firms, foundations, advocacy groups and others to inform the development and design of marketing, outreach and education strategies for California. When the Contractor develops and makes recommendations on strategies for the statewide outreach and education campaigns, the Contractor shall factor in the reports, surveys, data, focus group results, lessons learned, and best practices in its analysis and evaluation.

The Contractor shall identify gaps and additional outreach and education strategies that are not identified in previous reports, surveys, data and/or focus group results. The Contractor shall make recommendations on additional strategies that must be considered by the project sponsors. The Contractor shall provide detailed descriptions and explanations on the types of additional strategies needed. In addition, the Contractor shall explain the reason and rationale for the need of each additional outreach strategy.

D. Conducting Surveys:

The Contractor shall survey other state Exchanges and health coverage programs to research, evaluate, assess and determine which marketing, outreach and education strategies other states are considering (or have already implemented) that may be effective for California's campaigns. This includes the Contractor identifying and assessing other states' lessons learned and best practices. When surveying states, the Contractor shall include states which are similar and comparable to California in its population size and diversity.

Based on the surveys conducted with the other states, the Contractor shall provide recommendations to the project sponsors on additional strategies that need to be considered and approved by the project sponsors.

E. Strategies for Promotional Activities and Communication Vehicles:

The Contractor shall assess and recommend different types of promotional strategies and activities for both written and verbal communications for all appropriate target audiences and populations. The Contractor shall, at a minimum:

## **Exhibit A (Standard Agreement)**

1. Assess cultural and linguistic standards and requirements necessary to conduct effective marketing, outreach and education activities to diverse target populations;
2. Assess reading grade level standards required for marketing, outreach and education materials to ensure that communications are easily understood by the targeted audience in the least burdensome manner;
3. Identify, propose and recommend public and private sector partners who will interactively engage and participate in the design and develop of the statewide marketing, outreach and education campaigns, as set forth in Exhibit A, Item IV.B.3, of this Agreement;
4. Identify the types of communications needed in order to effectively reach the target populations. This includes assessing the types of sales, outreach and education channels that are the most effective for each target population. Based on the Contractor's recommendations, communication vehicles may include, but are not limited to, the following:
  - a) Printed materials such as flyers, brochures, tri-folds, panel cards, posters, bulletin boards, bus advertisements, etc.;
  - b) Paid advertising (e.g., radio, television, and newspaper ads, etc.);
  - c) Earned media (e.g. editorials, Op-Eds, stories, interviews)
  - d) On-line and technology-based advertising, including use of social media;
  - e) Provider or Partner publications and websites;
  - f) Health based advertising (e.g., partnerships with community and local health entities, etc.);
  - g) Partnerships with ethnic media;
  - h) Partnerships with trusted community institutions and organizations (including community-based organizations, non-profit organizations, community service organizations, faith-based organizations, advocacy groups, farm bureaus, veterans groups, senior centers, providers, clinics, emergency room hospitals);
  - i) Partnerships with businesses and retailers serving the targeted uninsured populations;
  - j) Partnerships with libraries, schools, community colleges and universities;
  - k) Partnerships with academia including professional schools and associations such as medical, nursing, pharmacy and public health;
  - l) Partnerships with Assisters;
  - m) Partnerships with business and trade organizations and labor unions;
  - n) Partnerships with chambers of commerce including chambers specific to ethnic or other groups (e.g., Latino, gay/lesbian, women);
  - o) Partnerships with Promotores and Promotoras;

## **Exhibit A (Standard Agreement)**

- p) Partnerships with other state and local agencies and departments serving similar target populations (e.g., CalFresh, Women, Infants and Children [WIC] Program, and Employment, Employment Development Department, etc.);
- q) Partnerships with state tax and employment agencies and departments;
- r) Marketing and outreach efforts conducted by qualified health plans offering coverage through the Exchange's programs;
- s) Participation at community events, sporting events, and health fairs throughout the state; and
- t) Other recommended communications vehicles and marketing, outreach and education outlets which are identified by the Contractor and approved by the project sponsors.

- 5. Assess and identify the methodology in which each of the communications vehicles will be disseminated through each region and throughout the state. This also includes identifying and assessing who would be the most effective messenger to disseminate the marketing, outreach and education messages.

F. Focus Group Testing, Survey Research and Key Informant Surveys:

The Contractor shall collaborate with the project sponsors and conduct up to eight (8) focus groups to inform the development of the short-term and long-term proposed outreach and education strategies to reach the identified target populations in the most effective and cost-efficient manner. At a minimum, the focus groups shall be conducted in English, Spanish, and other languages as required by the project sponsors. Additionally survey research can be utilized to gauge the public's interest in health care options and outreach approaches. The focus group testing process, at a minimum, shall:

- 1. Occur in northern, central and southern California and engage with the project sponsors' agreed upon target populations and audiences;
- 2. Solicit input and feedback on the messaging and branding of the Exchange's programs;
- 3. Solicit input and feedback on the coordination and integration of a single/common branding and messaging of the state affordable health insurance programs, as set forth in Exhibit A, Item II.B, of this Agreement;
- 4. Solicit input and feedback on the effectiveness of the proposed strategies and communications vehicles with the target audience;
- 5. Solicit input and feedback on other types of strategies and communications vehicles such as survey research, that need to be considered by the project sponsors to effectively reach the target audiences;

## **Exhibit A (Standard Agreement)**

6. Solicit input and feedback on effective types of written and verbal communications vehicles and strategies that should be used for the statewide marketing, outreach and education campaigns for the target audiences;
7. Solicit input and feedback on who would be the most effective messenger(s) to conduct outreach and education to each target population; and
8. Result in the Contractor producing a “Focus Group Testing and Research Evaluation Report” which summarizes and documents the findings and outcomes from the focus group testing and research findings. The Report shall include a detailed evaluation of the input and feedback obtained during the focus group testing as set forth in Exhibit A, Item IV.F.2 through Item IV.7, of this Agreement. In addition, the Report shall identify any gaps in strategies, approaches and communications vehicles that need to be considered by the project sponsors.

**G. Stakeholder Input and Feedback:**

The Contractor shall incorporate the stakeholder input and feedback regarding effective and efficient strategies for the short-term and long-term statewide marketing, outreach and education campaigns, as directed by the project sponsors. The project sponsors shall collaborate with the Contractor to engage and organize the stakeholders’ input. The stakeholder groups include, but are not limited to, representatives from:

1. Consumer groups;
2. Providers;
3. Counties;
4. Brokers and Agents;
5. Health Plans; and
6. Other stakeholder groups as suggested or required by the project sponsors.

**H. Marketing, Outreach and Education Recommendations Report:**

The Contractor shall develop, produce and finalize a report on “Marketing, Outreach and Education Recommendations.” The Report shall provide recommendations and options on various methodologies and actions through which the project sponsors can implement successful marketing, outreach and education campaign in order to maximize enrollment and retention in the Individual Exchange, SHOP, and other state affordable health insurance programs (e.g., Medi-Cal, Healthy Families, Access for Infants & Mothers [AIM] Program, etc). The Report, at a minimum, shall contain the following information:

1. Provide at least four (4) options for each of the campaign components (e.g., short-term and long-term) that the project sponsors need to consider when implementing the comprehensive statewide marketing, outreach and education campaigns. The options shall be developed in a manner that results in successful and effective campaigns being implemented in multiple languages in order to reach the diverse target populations;

## Exhibit A (Standard Agreement)

2. Provide a detailed and comprehensive description which explains the feasibility and viability of each recommended option, which includes the pros and cons for the proposed strategy, potential barriers, funding level (including variables which affect the funding level), and projected outcome for enrollment and retention based on the recommended strategy;
3. Include information and analysis gathered in Exhibit A, Item I through Item IV, of this Agreement, which supports and justifies each proposed option recommended by the Contractor;
4. Rate each recommended option for its projected success in maximizing enrollment and retention in the Individual Exchange, SHOP, and other state affordable health insurance programs; and
5. Any other information required by the project sponsors.

I. Marketing, Outreach & Education Plan Deliverables:

The Contractor shall provide draft versions of the deliverables identified in Exhibit A, Item IV, of this Agreement, to the Exchange by the due dates set forth below or within a timeframe as required and specified by the Exchange. All deliverables shall be reviewed and approved by the Exchange. Any changes or additions requested by the Exchange shall be incorporated by the Contractor **within seven (7) calendar days** from the date in which the Exchange provided its feedback.

Deliverable Associated to Services For:	Due Date:
<b>Exhibit A, Item IV.B.1</b> – Identify framework, goals and objectives for the comprehensive statewide marketing, outreach, and education campaign identifying both short-term and long-term goals.	Mid-March 2012
<b>Exhibit A, Item IV.B.2</b> – Identify, propose and recommend strategies to effectively collaborate and establish interactive, full partnerships with other public and private sector entities, as defined by the project sponsors	Late-March 2012 or Early-April 2012
<b>Exhibit A, Item IV.B.3</b> – Assess, identify and define types of marketing, outreach and education strategies that need to be coordinated with national, state and local partners.	Late-March 2012
<b>Exhibit A, Item IV.B.4</b> – Assess, identify and define types of marketing, outreach and education strategies that need to be coordinated with providers, health plans, Navigators, Agents, Brokers and Assistors.	Late-March 2012
<b>Exhibit A, Item IV.B.5</b> – Assess, identify and define other types of statewide strategies which are identified by the Contractor and approved by the Exchange, which support the project sponsors' common missions and goals.	Late-March 2012

## Exhibit A (Standard Agreement)

Deliverable Associated to Services For:	Due Date:
<b>Exhibit A, Item IV.B.6</b> – Assess and identify specific target audience and populations for statewide marketing, outreach, and education campaigns as part of the overall comprehensive plan.	Early/Mid-March 2012
<b>Exhibit A, Item IV.C</b> – Collect, review and analyze reports, surveys, data, and focus group results completed by other states, the federal government, the California HealthCare Foundation, the California Endowment, other foundations, and advocacy groups, academia, etc. Provide recommendations on strategies for the statewide marketing, outreach, and education campaigns. Identify gaps and additional outreach and education activities.	Early-March 2012 or Mid-March 2012
<b>Exhibit A, Item IV.D</b> – Survey other state Exchanges to research, evaluate, assess and determine which statewide marketing, outreach and education strategies other states are considering (or have already implemented) that may be effective for California's statewide campaigns.	Mid-March 2012
<b>Exhibit A, Item IV.E</b> – Assess and recommend different types of promotional strategies and activities both written and verbal communications for all appropriate target audiences.	Mid-March 2012
<b>Exhibit A, Item IV.F</b> – Conduct English and Spanish focus group testing in northern, central and southern California to solicit input and feedback on the effectiveness of proposed marketing, outreach and education strategies. Produce and deliver the “Focus Group Testing Evaluation Report,” which identifies focus group findings and outcomes.	Early-April 2012
<b>Exhibit A, Item IV.H</b> – Develop, produce and deliver the “Marketing, Outreach and Education Recommendations Report.”	Early/Mid-April 2012

### **V. Implementation of Statewide Marketing, Outreach & Education Campaign Plan:**

Upon final review and acceptance of all deliverables set forth in Exhibit A, Item IV, of this Agreement, the Exchange shall make a decision about the continuation of this contract to implement the short-term and long-term comprehensive statewide marketing, outreach and education campaign strategies.

If directed by the Exchange, mutually agreed upon by the Contractor, and subject to Board approval, the Exchange may amend this Agreement’s Statement of Work (Exhibit A) and Budget Detail and Payment Provisions (Exhibit B) to procure additional services. The additional services may include the actual implementation of the project sponsors–approved short-term and long-term comprehensive statewide marketing, outreach and education campaign strategies.

## **Exhibit A (Standard Agreement)**

### **VI. Model Contract Solicitation Document:**

In the event the Exchange does not amend this Agreement to include the actual implementation of the approved comprehensive statewide marketing, outreach and education campaign strategies, then, the Contractor shall provide assistance to the State in the development of the Outreach and Education Campaign implementation which shall be used by the project sponsors to competitively procure services from a vendor to implement the comprehensive short-term and long-term statewide marketing, outreach and education strategies, approaches and activities.

The model contract solicitation document shall be based on the project sponsors–approved strategies for the short-term and long-term comprehensive statewide marketing, outreach and education campaigns. The model contract solicitation shall, at a minimum, include and identify the following information:

- A. Vendor’s Minimum Qualifications;
- B. Vendor’s Desirable Qualifications;
- C. Statement of Work and Deliverables;
- D. Implementation Work Plan and Timeline; and
- E. Project Costs.

### **VII. Assisters Program:**

The Contractor understands and acknowledges that “Assisters” (which may include Navigators, Agents, Brokers, representatives of providers, county eligibility workers or others) will be critical to assist some individuals apply for and retain coverage, and enroll in health plans in affordable health insurance programs (e.g., the Exchange, Medi-Cal, Healthy Families, Access for Infants & Mothers [AIM] Program, etc.). These individuals and entities will have significant roles in conducting enrollment activities and outreach and education efforts to the target audiences and populations. The Contractor shall develop and design a plan for an effective, comprehensive Assisters Program. The Contractor shall, at a minimum, perform the tasks and services set forth in Exhibit A, Item VII, of this Agreement.

#### **A. Goals and Objectives for the Assisters Program:**

The Contractor shall assess, identify and define the goals and objectives that are needed to design and create a successful Assisters Program. Some of the goals and objectives shall include, but are not limited to, the following:

1. Ensure Assisters are knowledgeable and aware of affordable health insurance programs (e.g., Exchange Medi-Cal, Healthy Families, Access for Infants & Mothers [AIM] Program, etc.);
2. Ensure Assisters are properly trained about affordable health insurance programs;
3. Maximize the enrollment of eligible individuals, such that the largest number possible, apply for, enroll, and retain coverage in affordable health insurance

## **Exhibit A (Standard Agreement)**

programs, using the least costly methods. Least costly methods, include, but are not limited to, the following:

- a) Where individuals can and want to enroll without assistance, they should be encouraged to do so; and
  - b) Where individuals need assistance, the assistance they receive would be tailored to their needs and circumstances.
4. Identify incentives which will encourage Assisters to conduct enrollment activities and outreach and/or education efforts to the target audiences and populations;
  5. Establish successful relationships and partnerships among Assisters serving state affordable health insurance programs; and
  6. Identify other goals and objectives which need to be considered which will result in a successful Assisters Program and support the implementation of the Affordable Care Act in California.

**B. Review and Analysis of Existing Information and Data:**

The Contractor shall collect, thoroughly review, and analyze reports, surveys, data and focus group results which have already been completed by other states, the federal government, the California HealthCare Foundation, the California Endowment, other foundations, and advocacy groups, etc., regarding models of Assister services and consumers' views of such services. In addition, the Contractor shall inventory and review existing health insurance distribution channels in California, including agents, brokers, and application assisters who help individuals to apply for, enroll in, and retain health care coverage. When the Contractor develops and makes recommendations on the design and development of the comprehensive Assisters Program, the Contractor shall factor in the reports, surveys, data, focus group results, lessons learned and best practices in its analysis and evaluation.

The Contractor shall identify gaps and additional issues that need to be considered by the project sponsors, which were not previously identified in the reports, surveys, data and/or focus group results. The Contractor shall make recommendations on additional design development that must be considered by the project sponsors. The Contractor shall provide detailed descriptions and explanations on the types of additional considerations that are needed. In addition, the Contractor shall explain the reason and rationale for the need of each additional consideration.

**C. Conducting Surveys and Utilizing Survey Research, Key Informant Surveys, etc.:**

The Contractor shall survey other state Exchanges to research, evaluate, assess and determine how other states are designing and developing their Individual Exchange's Navigator, Agent and Broker, or other Assisters Programs. This includes the Contractor identifying and assessing other states' lessons learned and best practices. The Contractor shall use this information in order to effectively design and develop the Individual Exchange's Assisters Program. When surveying states, the Contractor shall

## **Exhibit A (Standard Agreement)**

include states which are similar and comparable to California in its population size and diversity.

Based on the surveys conducted with the other states, the Contractor shall provide recommendations to the project sponsors on additional design considerations that need to be reviewed and approved by the project sponsors.

**D. Roles and Responsibilities of Assisters:**

The Contractor shall assess, identify, and provide recommendations on the specific roles and responsibilities of Assisters within state affordable health insurance programs. The Contractor shall provide recommendations on the following:

1. Specific types of services that Assisters will provide and whether or not the services would include any services related to assisting individuals after they have enrolled in a program (e.g., case management or retention efforts);
2. Specific types of entities with appropriate expertise and communications to effectively and successfully serve as Assisters. This also includes the Contractor identifying and assessing specific issues that would need to be addressed for each type of entity regarding training, conflict of interests and/or other issues. Specific types of entities may include, but are not limited to, the following:
  - a) Consumer, community-based, and/or non-profit organizations;
  - b) Licensed Insurance Agents (including General Agents) and Brokers;
  - c) Eligibility and other workers of county social service offices;
  - d) Employees of licensed health care providers (e.g. community clinics, hospitals, physician offices, and Indian Health Facilities, etc.);
  - e) Certified Public Accounts or Tax Preparers;
  - f) Faith-based organizations;
  - g) Employees of schools or Parent Teacher Organizations; and
  - h) Health Plans.
3. To what extent Assisters should be required to provide culturally and linguistically appropriate services;
4. Specific approaches in which services provided by Assisters can be coordinated with other consumer assistance groups to ensure that effective, non-redundant services are provided;
5. Specific methodologies in which the Assisters Program may be leveraged from the existing Certified Application Assistant (CAA) network which is currently available through the Medi-Cal and Healthy Families programs;

## **Exhibit A (Standard Agreement)**

6. Specific knowledge and responsibilities that Assisters may have in order to assist individuals enroll in other types of non-health care social services programs (e.g., CalFresh and CalWORKs, etc.);
7. Types of performance standards that may be considered and required of Assisters (e.g., requirements for case volumes, service time, etc.); and
8. Any other information required by the project sponsors.

E. Identifying Minimum Eligibility Requirements for Assisters:

The Contractor shall assess, identify and provide recommendations on the following, which includes, but is not limited to minimum eligibility requirements and standards for Navigators, in order for them to participate in the Assisters Program and differences, if any, in the minimum eligibility requirements and standards for Assisters that have different training, certification or credentials distinct from those which may be provided by the Assisters Programs (e.g., Agents and Brokers, County Eligibility Workers or individuals who have completed the Certified Application Assistant [CAA] Program for the Medi-Cal and Healthy Families programs);

F. Design an Outline for the Assisters Program Training Curriculum:

The Contractor shall assess, identify and provide recommendations on the training needs and requirements necessary to educate Assisters about state affordable health insurance programs.

G. Design and Development of Payment Structure for Assisters Program:

The Contractor shall assess, identify, design and provide recommendations on various strategies and methods to issue payments to Assisters who assist individuals apply and successfully obtain health care coverage through the state affordable health insurance programs.

H. Stakeholder Input and Feedback:

The Contractor shall incorporate the stakeholder input and feedback regarding the design of the Assisters Program and training outline curriculum, as directed by the project sponsors. The project sponsors shall collaborate with the Contractor to engage and organize the stakeholders' input. The stakeholder groups include, but are not limited to, representatives from:

1. Consumer groups;
2. Providers;
3. Counties;
4. Brokers and Agents;
5. Health Plans;
6. Community-based organizations who provide application assistance; and

## Exhibit A (Standard Agreement)

7. Other stakeholder groups as required by the project sponsors.

I. Assisters Program Design & Evaluation Recommendations Report:

The Contractor shall develop, produce and finalize an “Assisters Program Design & Recommendations Report.” The Report shall provide recommendations on various design options in which the project sponsors may implement a successful and comprehensive Assisters Program. This Report shall be used by the project sponsors to determine which design option will maximize the enrollment of eligible individuals in the Individual Exchange (and in other state affordable health insurance programs) in the most consumer responsive and cost effective manner. The Exchange will provide the Contractor with volume estimates of individuals who are eligible for the Exchange and for other state affordable health insurance programs, as well as estimates of potential rates of use of Assisters. The Report, at a minimum, shall contain the following information:

1. Provide at least four (4) design options for the development of a comprehensive Assisters Program;
2. Provide a detailed and comprehensive description which explains the feasibility and viability of each recommended option, which includes the pros and cons for each design, potential barriers, funding level (including variables which affect the funding level), funding source, and projected level of participation of Assisters in the Individual Exchange program. In addition, each option shall identify projected outcome of enrollment (and retention) based on the design option;
3. Include information and analysis gathered in Exhibit A, Item I through Item IV and Item VII, of this Agreement, which supports and justifies each proposed design option recommended by the Contractor; and
4. Rate each recommended option for its projected success in maximizing the participation levels of Assisters and enrollment and retention in the Individual Exchange and other state affordable health insurance programs; and
5. Any other information required by the project sponsors.

J. Assisters Program Deliverables:

The Contractor shall provide draft versions of the deliverables identified in Exhibit A, Item VII, of this Agreement, to the Exchange by the due dates set forth below or within a timeframe as required and specified by the Exchange. All deliverables shall be reviewed and approved by the Exchange. Any changes or additions requested by the Exchange shall be incorporated by the Contractor **within seven (7) calendar days** from the date in which the Exchange provided its feedback.

Deliverable Associated to Services For:	Due Date:
<b>Exhibit A, Item VII.A</b> – Assess, identify and define the goals and objectives for the Assisters Program.	Mid-March 2012

## Exhibit A (Standard Agreement)

Deliverable Associated to Services For:	Due Date:
<b>Exhibit A, Item VII.B</b> – Collect, review and analyze reports, surveys, data and focus group results completed by other states, the federal government, the California HealthCare Foundation, the California Endowment, other foundations, and advocacy groups, etc. Provide recommendations on additional design development and recommendations. Identify gaps and additional outreach and education strategies.	Mid-March 2012
<b>Exhibit A, Item VII.C</b> – Survey other state Exchanges to research, evaluate, assess and determine how other states are designing and developing their Individual Exchange Navigator, Agent and Broker or other Assistors Programs.	Late-March 2012
<b>Exhibit A, Item VII.D</b> – Assess, identify, and provide recommendations on the specific roles and responsibilities of Assistors within the Individual Exchange program and other state affordable health insurance programs.	Late-March 2012
<b>Exhibit A, Item VII.E</b> – Assess, identify and provide recommendations on potential eligibility requirements and standards for the Assistors Program.	Early-April 2012
<b>Exhibit A, Item VII.F</b> – Assess, identify and provide recommendations on potential training needs and requirements necessary to educate Assistors about state affordable health insurance programs.	Early-April 2012
<b>Exhibit A, Item VII.G</b> –Assess, identify, design and provide recommendations on various strategies and methods to issue payments to Assistors who assist individuals apply and successfully obtain health care coverage through the state affordable health insurance programs.	Early-April 2012
<b>Exhibit A, Item VII.I</b> – Develop, produce and deliver the “Assistors Design & Evaluation Recommendations Report.”	Early/Mid-April 2012

### **VIII. Develop Implementation Timeline and Identify Funding Needed for the Level II Grant Application Process:**

A. The Contractor shall use all of the project sponsors–approved strategies, approaches and recommendations developed through reports in Exhibit A, Item I through Item VI and Item VII, of this Agreement, to assist the Exchange in applying for the Level II Grant Application in these following areas:

1. Implementation of the comprehensive statewide short-term and long-term marketing, outreach and education campaigns through December 31, 2014.

## Exhibit A (Standard Agreement)

2. Implementation of the Assisters Program through December 31, 2014.
- B. The Contractor shall develop, draft and finalize, at a minimum, the following items for the Level II Grant Application process, as set forth in Exhibit A, Item VIII.A, of this Agreement:
1. Description of California's Level I Grant efforts that were achieved;
  2. Project summary, narrative, and budget which describes California's need to obtain the Level II Grant for the following:
    - a) Services and work to be conducted from July 2012 through December 2014, which encompasses pre-enrollment marketing, outreach and education for initial enrollment in the months prior to January 2014; and
    - b) Services and work for ongoing and continuous marketing, outreach and education throughout 2014.
  3. Implementation Work Plan for the Level II Grant Application process;
  4. Required funding to implement each project under the Level II Grant;
  5. Description of the expected outcome, if California is awarded a Level II Grant;
  6. Appendixes, charts, graphs, tables, and any supporting documents required for the Level II Grant Application process; and
  7. Any other information required by the Exchange.
- C. The Contractor shall provide a draft of the Level II Grant Application deliverables to the Exchange, as set forth in Exhibit A, Item VIII of this Agreement, **by April 30, 2012 or within a timeframe as required and specified by the Exchange**. All deliverables related to the services provided in Exhibit A, Item VIII, of this Agreement shall be reviewed and approved by the Exchange. Any changes or additions requested by the Exchange shall be incorporated by the Contractor **within ten (10) calendar days** from the date in which the Exchange provided its feedback.

### IX. Project Work Plan:

- A. The Contractor shall maintain a comprehensive, detailed project work plan which identifies all tasks and activities needed to perform services required in this Agreement, as set forth in Exhibit A, Item I through Item IV and Item VI through Item X. The detailed project work plan, shall identify, at a minimum, the following items:
1. Each task and activity required to achieve and accomplish a critical milestone;
  2. Critical milestones and decision points;
  3. Any tasks that are inter-related with one another;
  4. Any task that has dependencies and identify such dependencies;
  5. Start and end dates for each task, milestone and/or critical decision point; and

## **Exhibit A (Standard Agreement)**

6. Type of resource that will be needed to accomplish each task.
- B. The Contractor shall perform regular and on-going updates/revisions to the project work plan. These on-going updates/revisions shall occur throughout the term of this Agreement and/or as required by the project sponsors.

### **X. Project Meetings:**

- A. The Contractor shall meet with the project sponsors and key staff to gain a more thorough understanding of the goals and objectives for the Exchange's vision of the initial branding and design; immediate and near-term communications and media plan activities; project sponsors' common mission and goals for the short-term and long-term marketing, outreach and education plan strategies; and Assistors Program;
- B. The Contractor shall have regular bi-weekly project meetings with the project sponsors and key staff or shall have meetings as required by the Exchange. The Contractor shall create an agenda for each meeting, action items from each meeting, and update the Project Work Plan as required in Exhibit A, Item IX, of this Agreement; and
- C. The Contractor shall attend and make presentations at monthly Board Meetings, as well as attend ad hoc meetings which may occur twice a month, as required by the Exchange.

### **XI. Contract Deliverables:**

- A. The Contractor understands and acknowledges that all deliverables provided under this Agreement must comply with state and federal requirements and mandates.
- 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. 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.
- D. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B.

## **Exhibit B (Standard Agreement)**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **A. Invoicing and Payment:**

1. The final maximum contract value shall reflect the amount negotiated between the Exchange and the successful Contractor. The maximum amount payable under this agreement shall not exceed \$900,000 (nine-hundred thousand dollars and zero cents).
2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the California Health Benefit Exchange, agrees to pay the Contractor for said services based on both a fixed fee for product delivery and an hourly rate. The Contractor shall submit an invoice supported by brief report which summarizes both completed tasks and allowable hours toward contract deliverables.
3. Upon delivery and Exchange approval of **branding design and implementation launch**, as set forth in Exhibit A, Item II, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (80% of fixed fee) for that deliverable.
4. Upon delivery and Exchange approval of the final Board reviewed deliverable of the **branding design and implementation launch**, as set forth in Exhibit A, Item II, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (remaining 20% of the fixed fee) for that deliverable.
5. Upon delivery and Exchange approval and implementation of the **immediate and near-term communications and media plan activities and implementation**, as set forth in Exhibit A, Item III, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (100% of fixed fee) for that deliverable.
6. Upon delivery and Exchange approval of the **comprehensive statewide marketing and outreach campaign plan and Outreach and Education Recommendations Report**, as set forth in Exhibit A, Item IV.A through Item IV.E and Item IV.G through Item IV.H, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (80% of fixed fee) for that deliverable.
7. Upon delivery and Exchange approval of the final Board reviewed deliverables of the **comprehensive statewide marketing and outreach campaign plan and the Outreach and Education Recommendations Report**, as set forth in Exhibit A, Item IV.A through Item IV.E and item IV.G through Item IV.H, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (remaining 20% of the fixed fee) for that deliverable.
8. Upon delivery and Exchange approval of the **focus group testing and Focus Group Testing Evaluation Report**, as set forth in Exhibit A, Item IV.F, of this

## Exhibit B (Standard Agreement)

Agreement, the contractor shall be paid a sum of \$\_\_\_\_\_ (100% of fixed fee) for that deliverable.

9. Upon delivery and Exchange approval of the **Model Contract Solicitation Document**, as set forth in Exhibit A, Item VI, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (80% of fixed fee) for that deliverable.
10. Upon delivery and Exchange approval of the final Board reviewed deliverable of the **Model Contract Solicitation Document**, as set forth in Exhibit A, Item VI, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (remaining 20% of the fixed fee) for that deliverable.
11. Upon delivery and Exchange approval of the **development of the Individual Assisters Program and Design & Evaluation Recommendations Report**, as set forth in Exhibit A, Item VII.A through Item VII.I, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (80% of fixed fee) for that deliverable.
12. Upon delivery and Exchange approval of the final Board reviewed deliverable of the **development of the Individual Exchange Assisters Program and Design & Evaluation Recommendations Report**, as set forth in Exhibit A, Item VII.A through Item VII.I, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (remaining 20% of the fixed fee) for that deliverable.
13. Upon delivery and Exchange approval of the deliverables for the **Level II Grant Application Process for the comprehensive statewide short-term and long-term marketing, outreach and education campaigns**, as set forth in Exhibit A, Item VIII.A.1, Item VIII.B and Item VIII.C, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (80% of fixed fee) for that deliverable.
14. Upon delivery and Exchange approval of the final board reviewed deliverables of the **Level II Grant Application Process for the comprehensive statewide short-term and long-term marketing, outreach and education campaigns**, as set forth in Exhibit A, Item VIII.A.1, Item VIII.B and Item VIII.C, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (remaining 20% of the fixed fee) for that deliverable).
15. Upon delivery and Exchange approval of the deliverables of the **Level II Grant Application Process for the Individual Exchange Assisters Program**, as set forth in Exhibit A, Item VIII.A.2, Item VIII.B and Item VIII.C, of this Agreement, the Contractor shall be paid a sum of \$\_\_\_\_\_ (80% of fixed fee) for that deliverable.
16. Upon delivery and Exchange approval of the final board reviewed deliverables of the **Level II Grant Application Process for the Individual Exchange Assisters Program**, as set forth in Exhibit A, Item VIII.A.2, Item VIII.B and Item

## **Exhibit B (Standard Agreement)**

VIII.C, of this Agreement, the Contractor shall be paid a sum of \$ \_\_\_\_\_  
(remaining 20% of the fixed fee) for that deliverable).

17. For tasks and services related to **additional refinements and modifications** for any deliverable which occurs **after that deliverable has been previously accepted by the Exchange**, as set forth in Exhibit A, Item XI.C, of this Agreement, the Contractor shall perform these services at the cost of \$ \_\_\_\_\_ per hour, monthly in arrears, not to exceed \$ \_\_\_\_\_.
18. Administrative overhead at a rate of \_\_\_\_\_ the fixed fee and hourly rate maximum not to exceed \$ \_\_\_\_\_.
19. These fixed product delivery fees and hourly rates shall include major and incidental costs related to the Agreement, including the cost for any Exchange approved subcontractor and the cost of travel and per diem for attending the required meetings with Exchange staff and the Board.
20. Invoices shall include the Agreement Number and Index Code 3110, and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Health Benefit Exchange  
2535 Capitol Oaks Drive, Suite 120  
Sacramento, CA 95833

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

### **B. Budget Contingency Clause:**

1. It is mutually agreed that if the 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.
2. 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.

## **Exhibit B (Standard Agreement)**

### **C. For Contract With Federal Funds:**

1. 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.
2. 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.
3. 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.
4. 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.

### **D. Prompt Payment Clause:**

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

### **E. Review:**

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

### **F. Final Billing:**

Invoices for services must be received by the California Health Benefit Exchange within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

### **G. Nonresident Tax Withholdings:**

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

## **Exhibit C (Standard Agreement)**

### **GENERAL TERMS AND CONDITIONS**

**A. APPROVAL:**

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

**B. AMENDMENT:**

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

**C. ASSIGNMENT:**

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

**D. AUDIT:**

Contractor agrees that the awarding department (“the State”) and the Bureau of State Audits, or their designated representatives, shall have the right to review and to copy any records and supporting documentation 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).

**E. 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:

- (i) 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
- (ii) 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
- (iii) Accrue or result, or are alleged to accrue or result, to any and all contractors, subcontractors, suppliers, laborers, and any other person,

## Exhibit C (Standard Agreement)

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

- (iv) 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
- (v) 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.

## **Exhibit C (Standard Agreement)**

**F. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute, unless directed otherwise by the State in writing.

**G. 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. 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.

**H. 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.

**I. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 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, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

**J. 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 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 shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination

## **Exhibit C (Standard Agreement)**

and harassment. 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.

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

### **K. CONTRACTOR CERTIFICATION CLAUSES:**

#### **1. 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.)

#### **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.

## **Exhibit C (Standard Agreement)**

- 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 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.)

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 (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.)

4. **DOING BUSINESS WITH THE STATE OF CALIFORNIA:**

a. **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):**

## **Exhibit C (Standard Agreement)**

- a) For the two (2)-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transaction, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
  - b) For the twelve (12)-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12)-month period prior to his or her leaving state service.
  - 3) If 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)).
- b. **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.)
- c. **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.)
- d. **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.

## **Exhibit C (Standard Agreement)**

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

- 1) 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.
- 2) “Doing business” is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- 3) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

f. **RESOLUTION:**

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

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

Contractor acknowledges that, 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 or provisions of federal law relating to air or water pollution.

h. **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.

**L. TIMELINESS:**

Time is of the essence in this Agreement.

## **Exhibit C (Standard Agreement)**

**M. 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.

**N. 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 laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in the state or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

**O. ANTITRUST 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.

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

## **Exhibit C (Standard Agreement)**

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

**P. CHILD SUPPORT COMPLIANCE ACT:**

In accordance with the Child Support Compliance Act,

1. 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
2. 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.

**Q. 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.

**R. 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:

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

### **Exhibit C (Standard Agreement)**

2. No state funds received under this agreement will be used to assist, promote or deter union organizing.
3. 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.
4. 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.
5. Contractor will be liable to the State for the amount of any funds expended in violation of the requirements of Government.

## **Exhibit D (Standard Agreement)**

### **SPECIAL TERMS AND CONDITIONS**

#### **A. Dispute Provisions:**

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. the dollar amount in dispute, if applicable.
  
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent contract provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
  
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Health Benefit Exchange a notice of appeal addressed to:

California Health Benefit Exchange  
2535 Capitol Oaks Drive, Suite #120  
Sacramento, CA 95833

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

#### **B. Termination Without Cause:**

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

## **Exhibit D (Standard Agreement)**

### **C. Debarment and Suspension:**

For federally funded agreements, the Contractor certifies that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any subcontractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its subcontractors are not listed on the Excluded Parties Listing System (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). A signed certification to these affects shall be kept on file by the State.

### **D. Certification Regarding Lobbying:**

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

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from the California Health Benefit Exchange to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, 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.

## **Exhibit D (Standard Agreement)**

**E. Computer Software Copyrights:**

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

**F. A-133 Audit:**

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.

**G. 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.

**H. Indirect Costs/Administrative Overhead:**

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

## **Exhibit E (Standard Agreement)**

### **ADDITIONAL PROVISIONS**

#### **A. Intellectual Property Rights:**

1. 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.
2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of California Health Benefit Exchange. The California Health Benefit Exchange agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor and further agrees that the Contractor may sublicense additional persons on the same royalty-free basis.
3. 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.

#### **B. Confidentiality:**

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

#### **C. Resumes:**

Resumes of personnel the Contractor will use to provide services under this Agreement are included as **Exhibit E – Attachment 1**, and made a part herein by this reference.

#### **D. 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.

## **Exhibit E (Standard Agreement)**

### **E. 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.

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 by Contractor from unauthorized use and disclosure. Contractor agrees that Contractor shall not use any non-public information for any purpose other than carrying out the provisions of the Agreement.

### **F. Loss Leader:**

The Contractor understands and acknowledges that is unlawful for any person engaged in business within the state to sell or use any article or product as a "loss leader," as defined in the Business and Professions Section 17030.

# **ATTACHMENTS**



**Contract Solicitation and Model Contract – HBEX2  
Attachment 1  
Proposal Cost Format**

**2. Itemized Projected Costs for Personnel for Services Set Forth in Exhibit A, Item VII and Item VIII:**

Estimate the number of hours for each staff person who will perform services for this contract. Identify the hourly costs for each staffing level, administrative overhead rate, and costs for each subcontract.

Professional Level (List Each Level) <u>and</u> Subcontractors <u>and</u> Administrative Overhead Rate	Individual Exchange Design and Develop of Assisters Program <u>and</u> Delivery of Design & Evaluation Recommendations Report (Exhibit A, Item VII.A – Item VII.I)		Level II Grant Application Process for comprehensive Statewide Short-Term and Long-Term Marketing, Outreach and Education Campaigns (Exhibit A, Item VIII.A.1, Item VIII.B <u>and</u> Item VIII.C)		Level II Grant Application Process for Individual Exchange Assisters Program (Exhibit A, Item VIII.A.2, Item VIII.B <u>and</u> Item VIII.C)		Estimated Totals (Enter in Amounts)
	Projected Amount of Hours Allocated:	Hourly Cost:	Projected Amount of Hours Allocated:	Hourly Cost:	Projected Amount of Hours Allocated:	Hourly Cost:	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
<b>Total Estimated Cost (Enter in Amounts)</b>							

**Contract Solicitation and Model Contract – HBEX2  
Attachment 1  
Proposal Cost Format**

**3. Identify the projected costs for deliverables as noted below:**

<b>Deliverable:</b>	<b>Total Projected Cost for Each Deliverable</b>
<b>Fixed cost</b> for initial branding and design, as set forth in Exhibit A, Item II, of this Agreement	\$
<b>Fixed cost</b> for development and implementation of immediate and near-term communications and media plan and activities, as set forth in Exhibit A, Item III, of this Agreement.	\$
<b>Fixed cost</b> for the Statewide marketing, Outreach and Education Campaign Plan, as set forth in Exhibit A, Item IV.A through Item IV.E and Item I.V.G through Item IV.H, of this Agreement.	\$
<b>Fixed cost</b> to conduct up to eight (8) focus group testing and deliver of the “Focus Group Testing Evaluation Report,” as set forth in Exhibit A, Item IV.F, of this Agreement.	\$
<b>Fixed cost</b> for the development and delivery of the Model Contract Solicitation Document, as set forth in Exhibit A, Item VI, of this Agreement.	\$
<b>Fixed cost</b> for the design and development of the Individual Exchange Assisters Program, as set forth in Exhibit A, Item VII.A through Item VII.I, of this Agreement.	\$
<b>Fixed cost</b> for the drafting and development of the comprehensive statewide short-term and long-term marketing and outreach campaigns for the Level II Grant Application Process, as set forth in Exhibit A, Item VIII.A.1, Item VIII.B and Item VIII.C, of this Agreement.	\$
<b>Fixed cost</b> for the drafting and development of the Individual Exchange’s Assisters Program for the Level II Grant Application Process, as set forth in Exhibit A, Item VIII.A.2, Item VIII.B, and Item VIII.C, of this Agreement.	\$
Tasks and services related to additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by the Exchange. Identify <b>hourly costs</b> associated to additional refinements and modifications.	\$

**Contract Solicitation and Model Contract – HBEX2  
Attachment 1  
Proposal Cost Format**

**4. Administrative Overhead Rate:**

List as a percentage the overhead rate for all services, not included in fixed cost or hourly rate, and explain what these services include.

**5. Estimated Cost for Each Subcontractor:**

List and identify the estimated cost of each subcontractor, if any. This should be based on an estimated cost actively negotiated or bid between the vendor and proposed subcontractor.

**6. Total Proposal Cost:**

<b>Total Proposal Cost:</b>	\$
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**Contract Solicitation and Model Contract – HBEX2  
Attachment 2  
Contractor Certification Clauses (CCC-307)**

**CCC-307****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

**Contract Solicitation and Model Contract – HBEX2  
Attachment 2  
Contractor Certification Clauses (CCC-307)**

has 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 lessor 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](http://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

**Contract Solicitation and Model Contract – HBEX2  
Attachment 2  
Contractor Certification Clauses (CCC-307)**

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.

**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))

**Contract Solicitation and Model Contract – HBEX2  
Attachment 2  
Contractor Certification Clauses (CCC-307)**

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 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.

21. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**Contract Solicitation and Model Contract – HBEX2  
Attachment 3  
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion – Lower Tier Covered Transactions**

**OVERVIEW**

In accordance with 45CFR Part 76, State contractors who receive federal funds must certify at the time of submitting a model contract proposal, that they are not debarred or otherwise excluded by the Federal government from receiving federal funding. Under this federal rule, entities who contract with the State and who are being considered for federal funding are considered to be "lower tier participants" by the federal government. Subcontractors who will receive federal funding, through the contract are also considered to be "lower tier participants".

After reading the instructions on the next page, the person authorized to submit the model contract and proposal must sign the certification and include it in the proposal package by the due date in the model contract and proposal solicitation letter. Proposals not containing the certification will not be considered for an award.

**Contract Solicitation and Model Contract – HBEX2  
Attachment 3  
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this certification as part of this proposal, the prospective lower tier participant, is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, including but not limited to suspension, debarment, or exclusion from participation in any federally-funded health care program following its previous certification.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**Contract Solicitation and Model Contract – HBEX2  
Attachment 3**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion – Lower Tier Covered Transactions**

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Contract Solicitation and Model Contract – HBEX2  
Attachment 3**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion – Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submitting this proposal and signing below, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or is excluded as the result of state or federal action from participation in any federally-funded health care program.
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Prospective Contractor

## Contract Solicitation and Model Contract – HBEX2 Attachment 4 Darfur Contracting Act 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>

# **OPTIONAL**

## **Include Samples of Marketing, Outreach and Education Materials**

**(Maximum of 10 Pages)**

Provide actual samples of final work products that were used for any marketing, outreach and education activities and efforts. Samples may include op-eds, news releases, public service announcements, flyers, brochures, tri-folds, other forms of print materials, including website materials, etc. Note that weight will be given to vendors who provide specific samples of work and any evaluation of their effectiveness