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In-Person Assister Organization Services between Yakima Neighborhood Health Services(Contractor) and Kittitas County Public Health Department (SUBCONTRACTOR)

PARTIES

This Contract ("Contract") is entered into by and between In-Person Assister Lead Yakima Neighborhood Health Services, a corporation licensed to conduct business in the state of Washington ("In-Person Lead Assister") and located at 12 South 8th Street, PO Box 2605, Yakima WA 98907-2605.

The Sub-Contractor, Kittitas County Public Health Department (KCPHD), is an In-Person Assister Organization, authorized to conduct business in the state of Washington and located at 507 North Nanum Street, Suite 102, Ellensburg, WA 98926.

for the purpose of providing In-Person Assister Organization Services under contract to Yakima Neighborhood Health Services and through Yakima Neighborhood Health Services to the Washington Health Benefit Exchange.

Definition of Terms

The following terms as used throughout this Contract shall have the meanings set forth below.

"Acceptance" means a Notice from YAKIMA NEIGHBORHOOD HEALTH SERVICES to SUBCONTRACTOR that a Deliverable or Service has no Deficiencies.

"Business Days and Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

"Certification" means HBE's written certification that the In-Person assister meets training standards, requirements and conditions established by the HBE to provide application and enrollment assistance through the Exchange to consumers.

"Contractor" means Yakima Neighborhood Health Services.

"CMS" means the Centers for Medicare and Medicaid Services the federal agency with oversight of the Health Benefit Exchange Project.

"Confidential Information" means various trade secrets and information of each party that either HBE, SUBCONTRACTOR or YAKIMA NEIGHBORHOOD HEALTH SERVICES desires to protect against unrestricted disclosure including without limitation: HBE nonpublic available Data; nonpublic Specifications; the HBE Software, HBE source code or object code; HBE security data; System/Service or network designs, drawings, or specifications; computer programs; the Documentation; any nonpublic information or documentation concerning either party's business or future products or plans that are learned by the other party during the performance of this Contract; and information that is designated as confidential by the disclosing party and, subject to Section 36 Confidential Information and Proprietary Information, that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. In addition, the following are also designated HBE Confidential Information: individual's names; ages; residential addresses; email addresses; telephone numbers; Driver's license number or Washington identification card number; financial information (e.g., profiles, social security numbers, income, credit card numbers, debit card numbers, electronic check numbers, card expiration dates, or bank or other financial account numbers, security codes, access codes, or passwords that would permit access to an individual's financial account); medical data/personal health information; law enforcement records; or other records concerning Washington's citizens and businesses; information concerning recipients of services from public health agencies.

"Consumers" mean individuals who will have use of and access to the In-Person Assister Service.

"Contract" means this document, all attachments, schedules and exhibits, and all amendments hereto.

"Data" means all data in the Exchange System/Service, HBE's records, files, forms, documents, and other information that will be processed by the HBE Software.

"Deficiency" means any failure, omission, or defect in a Deliverable, causing it not to conform to its Specifications.

"Deliverable(s)" means SUBCONTRACTOR's products that result from the Services and that are prepared for the HBE or YAKIMA NEIGHBORHOOD HEALTH SERVICES (either independently or in concert with YAKIMA NEIGHBORHOOD HEALTH SERVICES or third parties) during the course of SUBCONTRACTOR's performance under this Contract, including without limitation Services and Deliverables that are described in Schedule 1 Services and Deliverable Schedule, and Reports, as well as all designs, structures, and models developed in the course of rendering the Services and incorporated into such products.

"Delivery Date(s)" means the dates described in Schedule 1 Services and Deliverable Schedule and this contract for implementation of In-Person Assister Services for the delivery of the Services and/or Deliverables, as applicable.

"Effective Date" means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of the parties to this Contract.

"Exchange"- see definition for "Health Benefit Exchange"

"Health Benefit Exchange" or "HBE" means the Washington Health Benefit Exchange, any division, section, office, unit or other entity thereof or any of the officers or other officials lawfully representing HBE.

"Yakima Neighborhood Health Services" means the In-Person Assister Lead Organization.

"Implementation" means the process for making all stages and functions of the Health Benefit Exchange Project fully Operational in accordance with the Implementation Plan prepared by SUBCONTRACTOR as a Deliverable.

"Operational" means the condition when the In-Person Assister Service is totally functional in accordance with its Specifications and usable for its purposes.

"RCW" means the Revised Code of Washington.

"Report(s)" means documents provided by SUBCONTRACTOR to YAKIMA NEIGHBORHOOD HEALTH SERVICES regarding Project activities, events and Services provided.

"Schedule" means the dates described in this contract and any Work Plan as deadlines for performance of Services and other Project events and activities.

"Salting" means the placement of deliberate errors and omissions in the Software or a database.

"Service(s)" means the tasks and In-Person Assister Services and other services to be performed by SUBCONTRACTOR on the Project, as described in this Contract, including without limitation, Implementation, Assessment, Deliverables, Training, and Operations Services.

"Specifications" means the technical, functional, and other written specifications that define the requirements, and any additional requirements agreed to in writing. Such Specifications shall include and be in compliance with all applicable state and federal policies, laws, regulations, usability standards, e.g., the American Disabilities Act (ADA), Older Americans Act, and the Rehabilitation Act Section 508 Subpart B Section 1194.21 et. seq., and the Rehabilitation Act Section 508 Subpart B Section 1194.22.

"SSB 5445" (Senate Substitute Bill 5445) means the legislation passed by the Washington State Legislature to establish a health benefit exchange for the state of Washington, Chapter 317, Laws of 2011.

"SUBCONTRACTOR Staff" means SUBCONTRACTOR's employees and agents who will provide the Services on behalf of SUBCONTRACTOR.

"Training" means the Training Services to be provided to the SUBCONTRACTOR by Lead Agency or HBE.

"Work Plan" means the SubContractor's plan of activities for the In-Person Assister Service, as delineated on Schedule 1 of the contract, and the delineation of tasks, activities, events and schedule to be performed and Deliverables to be produced with regard to the In-Person Assister Program, as submitted to Yakima Neighborhood Health Services. The Work Plan will be incorporated herein as part of the Contract, and each revised Work Plan will be incorporated herein upon its Acceptance by Subcontractor and Yakima Neighborhood Health Services.

Term

1 Contract Term

1.1 Initial Term

The initial term of this Contract shall begin on the Effective Date and shall continue in full force and effect until *December 31, 2014*.

Pricing, Invoice and Payment

2 Pricing

- 2.1 The Maximum Base Payment Compensation, which includes any allowable expenses, payable to SUBCONTRACTOR for satisfactory performance of the work under this contract shall not exceed **Eight Thousand, Three Hundred Thirty Five Dollars (\$8,335)**. Additional Payments will be made, distributed from a total pool of \$119,070, payable to five (5) In Person Assister Organizations, at a rate of \$34.02 per successful enrollment through the Washington Healthplanfinder, and as reported by the Washington Health Benefit Exchange. Terms and schedule are described on the attached Schedule 5 Contract Payments / In Person Assister Payments.

This Contract consists of federal funds already received, as well as funds not yet awarded to the State of Washington through OMB Catalogue of Federal Domestic Assistance Number: 93.525. SUBCONTRACTOR agrees to comply with applicable rules and regulations associated with these federal funds.

- 2.2 The Charges for approved Services that are not included in the Purchase Prices will be paid within 30 days of receipt of a correct invoice for Services provided in the previous month.
- 2.3 Any credits due YAKIMA NEIGHBORHOOD HEALTH SERVICES under this Contract may be applied against SUBCONTRACTOR's invoices with appropriate information attached, upon giving of notice required herein, if any, by YAKIMA NEIGHBORHOOD HEALTH SERVICES to SUBCONTRACTOR.
- 2.4 Any amounts due YAKIMA NEIGHBORHOOD HEALTH SERVICES by SUBCONTRACTOR, including but not limited to damages, or claims for damages, may be deducted or set-off by YAKIMA NEIGHBORHOOD HEALTH SERVICES from any money payable to SUBCONTRACTOR pursuant to this Contract.
- 2.5 Prices may not be increased during the term of the Contract.

3 Advance Payment Prohibited

No advance payment shall be made for Services furnished by SUBCONTRACTOR pursuant to this Contract.

4 Invoices and Payment

- 4.1 SUBCONTRACTOR will submit properly itemized invoices to the YNHS Program Manager for staff time to be paid by YAKIMA NEIGHBORHOOD HEALTH SERVICES hereunder. Invoices shall provide time / effort information and be in a format as requested by YAKIMA NEIGHBORHOOD HEALTH SERVICES, including, at a minimum, an itemization of each Deliverable and Service containing all of the following information:
- a. Subcontractor name, address, telephone number and federal tax identification number;
 - b. Identification staff named to work under the scope of this project, and staff costs associated with project – including hours worked, rate, benefits, and amount charged to project.
 - c. Attestation that no other state or federal funds support this/these designated staff.
 - d. Total amount due.
- 4.2 Subject to YAKIMA NEIGHBORHOOD HEALTH SERVICES's rights hereunder, payments shall be due and payable within thirty (30) calendar days after receipt of properly prepared invoices.
- 4.3 Incorrect or incomplete invoices will be returned by YAKIMA NEIGHBORHOOD HEALTH SERVICES to SUBCONTRACTOR for correction and reissue.

5 **Funding**

- 5.1 The parties acknowledge and agree that this Project is dependent upon the availability of Federal funding.
- 5.2 If funding from the Federal government to make payments in accordance with the provisions of this Contract is not forthcoming, allocated or allotted to the Health Benefit Exchange, and then to the contractor YAKIMA NEIGHBORHOOD HEALTH SERVICES, then YAKIMA NEIGHBORHOOD HEALTH SERVICES will give Notice to SUBCONTRACTOR to stop performance of the Services, and the obligations of YAKIMA NEIGHBORHOOD HEALTH SERVICES to make payments will cease and terminate. YAKIMA NEIGHBORHOOD HEALTH SERVICES shall have the right to terminate the Contract as provided in Section 48 Termination for Non Allocation of Funds.
- 5.3 If funding from the Federal government to make payments in accordance with the provisions of this Contract is delayed or is reduced, YAKIMA NEIGHBORHOOD HEALTH SERVICES will give Notice to Subcontractor to stop performance of or reduce the Services (as set forth in the following sentence) and the obligations of YAKIMA NEIGHBORHOOD HEALTH SERVICES to make payments will be delayed or be reduced accordingly, or YAKIMA NEIGHBORHOOD HEALTH SERVICES shall have the right to terminate the Contract as provided in Section 48 Termination for Non Allocation of Funds. See 7.2 If such funding is reduced, YAKIMA NEIGHBORHOOD HEALTH SERVICES in its sole discretion shall determine which aspects of the In-Person Assistance Service shall proceed and which specific services shall be performed. SUBCONTRACTOR's costs related to such Services and associated Deliverables determined in accordance with Schedule 1 *Services and Deliverable Schedule*. In this situation, YAKIMA NEIGHBORHOOD HEALTH SERVICES shall pay SUBCONTRACTOR for Services and/or Deliverables in accordance with the terms of Section 34.3. Any obligation to pay by YAKIMA NEIGHBORHOOD HEALTH SERVICES will not extend beyond the end of YAKIMA NEIGHBORHOOD HEALTH SERVICES's then-current funding period.
- 5.4 YAKIMA NEIGHBORHOOD HEALTH SERVICES through its agents and employees will exercise all reasonable efforts to obtain the necessary funding to pay SUBCONTRACTOR in accordance with this Contract and all its terms and will notify SUBCONTRACTOR of any change in funding. SUBCONTRACTOR expressly agrees, however, that no penalty or damages shall be applied to, or shall accrue to, YAKIMA NEIGHBORHOOD HEALTH SERVICES, HBE, or to any other agency or office of the State in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

Project Management

6 **Reports**

All Reports shall be delivered to YAKIMA NEIGHBORHOOD HEALTH SERVICES in accordance with the Schedule and the terms of this Contract.

7 **Reporting**

During the term of this Contract, SUBCONTRACTOR shall produce the Reports and the parties shall participate in the meetings described below.

7.1 **Monthly Progress Reports.**

The SUBCONTRACTOR Project Manager will submit a Progress Report which will be due in YAKIMA NEIGHBORHOOD HEALTH SERVICES office by the fifth of the month. The report will include progress on Schedule 4: Community Outreach and Awareness Plan.

In addition, the Subcontractor will collect and report certain consumer data required by the HBE, and return to YNHS on a monthly basis. Potential examples will address consumer data such as:

- a. Consumer data:
 - a. How the individual learned about the availability of health care coverage through the Washington Healthplanfinder.
 - b. Consumer's education level

- c. race/ethnicity
 - d. number of times the consumer has moved in the past 12 months
 - e. number of months/years since the consumer/family was last enrolled in health care coverage
 - f. if currently has health care coverage, the type of coverage (direct pay, employer-sponsored, or public program.)
 - g. how/where the consumer received care (primary care physician, community health center or clinic, emergency room, or has not received care in the last 12 months.)
 - h. the reason, if not enrolling in health care coverage through the Washington Healthplanfinder.
- b. Additional Quality Assurance / Consumer Satisfaction Measures will be identified for collection and measurements.

8 Background Checks

Organizations providing In-Person Assister services that involves one-on-one services to consumers under this contract must have Background Check policies in place that meet the provisions for serving children and vulnerable adults as specified in RCW 43.43.830 and RCW 43.43.832.

9 Accounting Requirements

SUBCONTRACTOR shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this Contract, and the costs properly applicable to the Contract shall be readily ascertainable therefrom.

10 Records Retention and Access Requirements

- 10.1 SUBCONTRACTOR shall agree to the conditions of all applicable HBE, federal and state regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, information that supports the findings, conclusions and recommendations of SUBCONTRACTOR's reports, and other records of this Contract. In addition, SUBCONTRACTOR shall agree to the following terms regarding retention of records and access for HBE, state and federal government officials.
- 10.2 SUBCONTRACTOR shall maintain books, records, documents and other evidence which sufficiently and properly reflect the accuracy of amounts billed to YAKIMA NEIGHBORHOOD HEALTH SERVICES during the performance of this Contract and shall retain all such records for six years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for one year following the termination of litigation, including all appeals if the litigation has not terminated within six (6) years from the date of expiration or termination of this Contract.
- 10.3 All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the HBE, the HBE Navigator Project Manager and/or YAKIMA NEIGHBORHOOD HEALTH SERVICES, state and federal officials so authorized by law, rule, regulation or contract, when applicable, during the term and during the six (6) year period thereafter. During the term, the access to these items will be provided within Thurston County. During the six (6) year period after the term, delivery of and access to these items will be at no cost to HBE or YAKIMA NEIGHBORHOOD HEALTH SERVICES. HBE and YAKIMA NEIGHBORHOOD HEALTH SERVICES's personnel shall be accompanied by SUBCONTRACTOR personnel at all times during any such examination, inspection, review or audit. SUBCONTRACTOR will make no charges for services rendered in connection with an audit requested by HBE. SUBCONTRACTOR shall be responsible for any audit exceptions or disallowed costs incurred by.
- 10.4 SUBCONTRACTOR shall incorporate in its subcontracts this section's records retention and review requirements.

Work Plan and Deliverables

11 Deliverables - General

11.1 SUBCONTRACTOR shall provide YAKIMA NEIGHBORHOOD HEALTH SERVICES with the Deliverables as outlined on Schedule 3 and Schedule 4. SUBCONTRACTOR shall use the Specifications, the Work Plan, any Deliverables already accepted by YAKIMA NEIGHBORHOOD HEALTH SERVICES, SUBCONTRACTOR's expert knowledge, and this Contract as the basis for the Deliverables.

11.2 All Deliverables shall be subject to YAKIMA NEIGHBORHOOD HEALTH SERVICES's Acceptance Process, including without limitation, Deliverables provided pursuant to Change Orders. YAKIMA NEIGHBORHOOD HEALTH SERVICES's review of Deliverables shall be in accordance with the time frames set forth in the Work Plan.

12 Work Plan (Deliverables described on Schedule 1)

12.1 The Work Plan shall consist of SUBCONTRACTOR's Work Plan, an initial Deliverable, as revised with input from YAKIMA NEIGHBORHOOD HEALTH SERVICES. The Work Plan shall provide:

- a. Community outreach-awareness plan, including target populations, strategies for reaching the target population, and projected timeline (month/year); number of community events planned, types of groups to be targeted, and projected timeline (month/year); language access strategies, and unpaid outreach/awareness partners.
- b. Performance monitoring: the process and frequency of reviewing the organization's effectiveness of service and addressing areas for improvement.

12.2 SUBCONTRACTOR shall deliver the initial Work Plan to the YAKIMA NEIGHBORHOOD HEALTH SERVICES for review not later than 15 calendar days after the Contract Effective Date. In the event of failure of the parties to agree upon this Work Plan and/or of YAKIMA NEIGHBORHOOD HEALTH SERVICES to give its Acceptance thereof within 30 calendar days after the Effective Date, YAKIMA NEIGHBORHOOD HEALTH SERVICES may terminate this Contract and pursue negotiations with an alternative IPA provider.

12.3 SUBCONTRACTOR shall update the Work Plan throughout the Project to accurately reflect the status of activities, tasks, events, Services, and projected Schedule for such activities, tasks, events and Services. Unless otherwise specifically agreed to in writing, YAKIMA NEIGHBORHOOD HEALTH SERVICES's agreement to a change of the Work Plan shall not relieve SUBCONTRACTOR of liability for damages arising from such failures to perform its obligations as required herein.

13 Representation

By submitting a Deliverable, or reporting the successful implementation of a Service, SUBCONTRACTOR represents that, to the best of its knowledge, it has performed the associated tasks in a manner that will, in concert with other tasks, meet the Specifications and objectives stated or referred to in this Contract. By unconditionally giving Acceptance for a Deliverable, YAKIMA NEIGHBORHOOD HEALTH SERVICES represents only that it has reviewed the Deliverable and detected no Deficiencies of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding of Acceptance for the work completed.

14 Services

14.1 Performance

SUBCONTRACTOR shall perform the Services as described in this Contract in accordance with the Work Plan and to achieve the objectives described in this Contract.

15 Training

YAKIMA NEIGHBORHOOD HEALTH SERVICES will coordinate training of SUBCONTRACTOR staff, including both business process and system training needed to operate as an In-Person Assister. SUBCONTRACTOR

will be responsible for assuring In-Person Assister Organization staff in their service area attend required training.

16 Certification

16.1 Primary Objective

YAKIMA NEIGHBORHOOD HEALTH SERVICES and SUBCONTRACTOR agree that In-Person Assister candidates must pass a certification examination administered by the HBE prior to performing In-Person Assister work.

17 Warranties

17.1 In-Person Assister Services

SUBCONTRACTOR represents and warrants that:

- a. It shall perform all In-Person Assister services required pursuant to this Contract in a professional manner, with high quality;
- b. It shall give highest priority to the performance of the In-Person Assister services; and
- c. Time shall be of the essence in connection with performance of the In-Person Assister services.
- d. SUBCONTRACTOR shall immediately correct any aspect of the In-Person Assister Services which are not in compliance with such representations and warranties at no cost to YAKIMA NEIGHBORHOOD HEALTH SERVICES.

17.2 Deliverables

SUBCONTRACTOR represents and warrants that each Deliverable, including without limitation the In-Person Assister services, shall meet its specifications as provided herein following its Implementation and Acceptance. SUBCONTRACTOR shall immediately correct each of the Deliverables that does not meet its Specifications as provided herein.

17.3 Power and Authority

SUBCONTRACTOR represents and warrants that it has the full power and authority to grant to YAKIMA NEIGHBORHOOD HEALTH SERVICES the rights described in this Contract without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by SUBCONTRACTOR. SUBCONTRACTOR further represents and warrants that the person executing this Contract for SUBCONTRACTOR has actual authority to bind SUBCONTRACTOR to each and every term, condition and obligation to this Contract, and that all requirements of SUBCONTRACTOR have been fulfilled to provide such actual authority.

17.4 Registration

SUBCONTRACTOR represents and warrants that it shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services, including without limitation the provisions of RCW 19.02.

18 General Responsibilities

18.1 The SUBCONTRACTOR shall provide the In-Person Assister services as described in this section.

18.2 The YAKIMA NEIGHBORHOOD HEALTH SERVICES will oversee the SUBCONTRACTOR. SUBCONTRACTOR shall perform these Services as part of a In-Person Assister tasks set forth in Schedule 3 *Workplan and Deliverable Schedule*.

19 Performance Standard Measurement

19.1 Multiple data collection methods will be used for tracking and reporting on key performance measures (Schedules 2-5).

- 19.2 If SUBCONTRACTOR progress toward enrollment targets is unsatisfactory or SUBCONTRACTOR is performing below average, YAKIMA NEIGHBORHOOD HEALTH SERVICES may require the SUBCONTRACTOR to collaborate in developing strategies for improving performance.
- 19.3 YAKIMA NEIGHBORHOOD HEALTH SERVICES may terminate the contract if the SUBCONTRACTOR fails to make satisfactory progress toward performance targets and/or performs below 20% of the target enrollments by the enrollment target dates.
- 19.4 HBE reserves the right to perform an on-site program review with 14 days' advance notice to a Lead or In-Person Assister Organization.
- 19.5 YNHS reserves the right to perform an on-site program review with 14 days' advance notice to the Sub-Contractor.

20 Program Integrity

Program integrity shall be assured by reducing the risk of misconduct, including verifying In-Person Assisters meet established credentials and qualifications, including:

- Required competencies
- Completion of required training
- Verification of language proficiencies other than English (if any)
- Acknowledgement of a Conflict of Interest Statement
- Background check

Additional measures shall include ensuring consumers have an easy and transparent way to file complaints, periodic monitoring of SUBCONTRACTOR activities, or surveying consumers about the services received.

21 General Indemnity

SUBCONTRACTOR shall, at its expense, indemnify, defend, and hold YAKIMA NEIGHBORHOOD HEALTH SERVICES, its employees, officers, directors, SUBCONTRACTORS and agents harmless from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of SUBCONTRACTOR, its officers, employees, or agents. YAKIMA NEIGHBORHOOD HEALTH SERVICES shall promptly give SUBCONTRACTOR notice of such claim.

22 Insurance

- 22.1 SUBCONTRACTOR shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. SUBCONTRACTOR shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, SUBCONTRACTOR shall provide written notice of such to YAKIMA NEIGHBORHOOD HEALTH SERVICES within one (1) Business Day of SUBCONTRACTOR's receipt of such notice. Failure to buy and maintain the required insurance may result in this Contract's termination.
- 22.2 The minimum acceptable limits shall be as indicated below for each of the following categories:
- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - b. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
 - c. Employers Liability insurance covering the risks of SUBCONTRACTOR's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
 - d. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
 - e. Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$1 million per occurrence/\$3 million general aggregate; and
 - f. In lieu of crime coverage, KCPHD is self-insured and can cover up to \$1 million single limit per occurrence in the following categories: computer fraud, forgery, money and securities, and employee dishonesty.

- 22.3 For Professional Liability Errors and Omissions Coverage and Crime Coverage, SUBCONTRACTOR shall continue such coverage for six (6) years beyond the expiration or termination of this Contract.
- 22.4 Premiums on all insurance policies shall be paid by SUBCONTRACTOR.
- 22.5 SUBCONTRACTOR's insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or nonrenewal shall not take place or reduced in scope of coverage until five business days' written Notice has been given to YAKIMA NEIGHBORHOOD HEALTH SERVICES, attention YAKIMA NEIGHBORHOOD HEALTH SERVICES Project Manager, and SUBCONTRACTOR has replacement insurance polic(ies) in place that satisfy the requirements set forth in this Section. SUBCONTRACTOR's insurance policies shall not be reduced in scope without YAKIMA NEIGHBORHOOD HEALTH SERVICES's prior written consent.
- 22.6 SUBCONTRACTOR shall notify YAKIMA NEIGHBORHOOD HEALTH SERVICES immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements
- 22.7 SUBCONTRACTOR agrees to waive all rights of subrogation against YAKIMA NEIGHBORHOOD HEALTH SERVICES for losses arising from services performed by SUBCONTRACTOR under this Contract.
- 22.8 All insurance provided by SUBCONTRACTOR shall be primary as to any other insurance or self-insurance programs afforded to or maintained by YAKIMA NEIGHBORHOOD HEALTH SERVICES and shall include a severability of interests (cross-liability) provision.
- 22.9 SUBCONTRACTOR shall furnish to YAKIMA NEIGHBORHOOD HEALTH SERVICES copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at YAKIMA NEIGHBORHOOD HEALTH SERVICES's sole option, result in this Contract's termination.
- 22.10 By requiring insurance herein, YAKIMA NEIGHBORHOOD HEALTH SERVICES does not represent that coverage and limits will be adequate to protect SUBCONTRACTOR. Such coverage and limits shall not limit SUBCONTRACTOR's liability under the indemnities and reimbursements granted to YAKIMA NEIGHBORHOOD HEALTH SERVICES in this Contract.

23 Industrial Insurance Coverage

Prior to performing work under this Contract, SUBCONTRACTOR shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. YAKIMA NEIGHBORHOOD HEALTH SERVICES will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for SUBCONTRACTOR, or employee of SUBCONTRACTOR, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

23.1 Termination

If SUBCONTRACTOR fails or refuses to perform its Services pursuant to a Change Order, SUBCONTRACTOR shall be in material breach of this Contract, and YAKIMA NEIGHBORHOOD HEALTH SERVICES shall have the right to terminate the Contract for such breach.

Disputes and Remedies

24 Dispute Resolution

- 24.1 Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or

- claim arising out of or relating to this Contract, including but not limited to payment disputes, first through negotiations between senior management of the parties and second, through the dispute resolution process set forth below.
- 24.2 If the dispute has not been resolved by negotiations between senior management of the parties within 30 calendar days of initiating such negotiations, either party may initiate the following procedure by preparing a written description of the dispute and delivering it to the other party.
- 24.3 The responding party shall respond to the initiating party's description of the dispute in writing within five (5) Business Days of receipt thereof. The initiating party shall then have five (5) Business Days to review the response. If after this review resolution cannot be reached, both parties shall have five (5) Business Days to negotiate in good faith to resolve the dispute.
- 24.4 If the dispute cannot be resolved after five (5) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within five (5) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next five (5) Business Days.
- 24.5 The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
- 24.6 Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
- 24.7 YAKIMA NEIGHBORHOOD HEALTH SERVICES and SUBCONTRACTOR agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
- 24.8 If the subject of the dispute is the amount due and payable by YAKIMA NEIGHBORHOOD HEALTH SERVICES for Services being provided by SUBCONTRACTOR, SUBCONTRACTOR shall continue providing Services pending resolution of the dispute provided YAKIMA NEIGHBORHOOD HEALTH SERVICES pays SUBCONTRACTOR the amount YAKIMA NEIGHBORHOOD HEALTH SERVICES, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount SUBCONTRACTOR, in good faith, believes is due and payable.
- 24.9 **Limitation of Liability**
The parties agree that neither SUBCONTRACTOR nor YAKIMA NEIGHBORHOOD HEALTH SERVICES shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding other conditions as are elsewhere agreed to herein between the parties. The damages specified in "Termination Remedies", "Records Retention", and "Access Requirements" are not consequential, incidental, indirect, or special damages as those terms are used in this section.
- 24.10 Neither SUBCONTRACTOR nor YAKIMA NEIGHBORHOOD HEALTH SERVICES shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either SUBCONTRACTOR or YAKIMA NEIGHBORHOOD HEALTH SERVICES. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than YAKIMA NEIGHBORHOOD HEALTH SERVICES acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of SUBCONTRACTOR or YAKIMA NEIGHBORHOOD HEALTH SERVICES.
- 24.11 Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

Confidential Information and Proprietary Information

25 Confidential Information and Proprietary Information

25.1 Access and Protection

During the term of this Contract, SUBCONTRACTOR and YAKIMA NEIGHBORHOOD HEALTH SERVICES will have access to and become acquainted with each party's Confidential Information and Proprietary Information. YAKIMA NEIGHBORHOOD HEALTH SERVICES and SUBCONTRACTOR, and each of their officers, employees and agents, shall, subject to state laws and regulations maintain all Confidential Information of the other party and all Proprietary Information in the same manner as it protects the confidentiality of its own confidential or proprietary information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential or Proprietary Information, except to authorized employees, SUBCONTRACTORS, and agents under confidentiality requirements no less restrictive than this Section 36 who require such information to perform obligations under this Contract. Both parties shall take steps to safeguard the other party's Confidential Information and Proprietary Information against unauthorized disclosure, reproduction, publication or use in accordance with applicable federal and state law and this Section 36. Except for disclosures pursuant to Section 37 below, each party agrees that prior to disclosing any Proprietary Information or Confidential Information of the other party to any third party, the third party will be required to execute a nondisclosure agreement in a form substantially the same Schedule 6 Non-Disclosure Agreement prior to accessing such information.

In addition to the requirements expressly stated in this Section, will comply with any policy, rule, or reasonable requirement of YAKIMA NEIGHBORHOOD HEALTH SERVICES that relates to the safeguarding from disclosure of information relating to personal information, SUBCONTRACTOR's operations, or the Services performed by SUBCONTRACTOR under this Agreement.

26 Security Requirements

SUBCONTRACTOR shall comply with all applicable security standards, practices, laws and procedures related to the information processed in the Washington Healthplanfinder including without limit Payment Card Industry Data Security Standards (PCI DSS), Section 6103 of the Internal Revenue Code. Additionally, SUBCONTRACTOR shall comply with the HBE Data Security requirements set out in Schedule 7 *Data Security Requirements* and with other Federal, State or HBE security standards, practices and procedures that shall have been provided to SUBCONTRACTOR in writing. SUBCONTRACTOR shall implement technical, administrative and physical safeguards to prevent the unauthorized disclosure of Confidential Information.

27 Audit

YAKIMA NEIGHBORHOOD HEALTH SERVICES reserves the right to monitor, audit or investigate SUBCONTRACTOR's use of YAKIMA NEIGHBORHOOD HEALTH SERVICES's Confidential Information collected, used, or acquired by SUBCONTRACTOR under this Contract. Such monitoring, auditing or investigative activities may include without limitation Salting databases.

28 Return of Confidential and Proprietary Information

Subject to record retention laws each party on termination or expiration of this Contract shall promptly return to the disclosing party all of the disclosing party's Confidential Information and Proprietary Information, including copies thereof .

29 Injunctive Relief and Indemnity

- a) SUBCONTRACTOR shall immediately report to YAKIMA NEIGHBORHOOD HEALTH SERVICES any and all unauthorized disclosures or uses of HBE's Confidential Information or Proprietary Information of which it or its staff is aware or has knowledge. SUBCONTRACTOR acknowledges that any publication or disclosure of HBE's Confidential Information or Proprietary Information to others may cause immediate and irreparable harm to HBE. If SUBCONTRACTOR should publish, use or disclose such Confidential Information or Proprietary Information to others without authorization, HBE shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. SUBCONTRACTOR shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by YAKIMA NEIGHBORHOOD HEALTH SERVICES or HBE in responding to or recovering from the unauthorized disclosures or uses of HBE's Confidential Information or Proprietary Information. SUBCONTRACTOR shall indemnify and hold HBE and YAKIMA NEIGHBORHOOD HEALTH SERVICES harmless from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees and costs of notification) caused by or arising from SUBCONTRACTOR's failure to fulfill its obligations related to HBE's Confidential Information or Proprietary Information.
- b) YAKIMA NEIGHBORHOOD HEALTH SERVICES will immediately report to SUBCONTRACTOR any and all unauthorized disclosures or uses of SUBCONTRACTOR's Confidential Information or Proprietary Information of which YAKIMA NEIGHBORHOOD HEALTH SERVICES is aware or has knowledge. YAKIMA NEIGHBORHOOD HEALTH SERVICES acknowledges that any publication or disclosure of SUBCONTRACTOR's Confidential Information to others may cause immediate and irreparable harm to SUBCONTRACTOR. If YAKIMA NEIGHBORHOOD HEALTH SERVICES should publish or disclose such Confidential Information to others without authorization, SUBCONTRACTOR shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

30 *Exceptions to Confidential Information or Proprietary Information*

The following information shall not be considered Confidential Information or Proprietary Information for the purposes of this Agreement:

- a. Information previously known when received from the disclosing party;
- b. Information freely available to the general public;
- c. Information that now is or hereafter becomes publicly known by other than a breach hereof;
- d. Information that is developed by one party independently of any disclosures made by the other party of such information; or
- e. Information that is disclosed by a party pursuant to subpoena or other legal process and as a result becomes lawfully obtainable by the general public.

Contract Termination

31 *Termination for SUBCONTRACTOR's Breach*

If SUBCONTRACTOR materially breaches this Contract, then YAKIMA NEIGHBORHOOD HEALTH SERVICES shall give SUBCONTRACTOR written Notice of such breach. SUBCONTRACTOR will correct the breach within 30 days of receipt of such Notice. If the breach is not corrected, this Contract may be terminated immediately, in whole or in part, by Notice from YAKIMA NEIGHBORHOOD HEALTH SERVICES to SUBCONTRACTOR. The option to terminate shall be at the sole discretion of YAKIMA NEIGHBORHOOD HEALTH SERVICES.

If SUBCONTRACTOR is unable to meet In-Person Assister Services Performance Standards, as described in the Schedule 1 Deliverables from Subcontractors, YAKIMA NEIGHBORHOOD HEALTH SERVICES shall have the right to immediately terminate this Contract, in whole or in part, without penalty or liability to YAKIMA NEIGHBORHOOD HEALTH SERVICES, with such a termination being deemed a termination due to the default of SUBCONTRACTOR hereunder, and return the Deliverable to SUBCONTRACTOR.

32 *Termination for Conflict of Interest*

YAKIMA NEIGHBORHOOD HEALTH SERVICES may terminate this Contract by Notice to SUBCONTRACTOR if YAKIMA NEIGHBORHOOD HEALTH SERVICES determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions, procurement and performance of contracts, or delivery of In-Person Assister Services.

33 *Termination for YAKIMA NEIGHBORHOOD HEALTH SERVICES's Nonpayment*

If YAKIMA NEIGHBORHOOD HEALTH SERVICES fails to pay SUBCONTRACTOR undisputed Charges when due under the Contract and fails to make such payments within 90 days of receipt of Notice from SUBCONTRACTOR of the failure to make such payments, SUBCONTRACTOR may, by giving Notice of Termination to YAKIMA NEIGHBORHOOD HEALTH SERVICES, terminate this Contract as of a date specified in the Notice of Termination. SUBCONTRACTOR shall not have the right to terminate the Contract for YAKIMA NEIGHBORHOOD HEALTH SERVICES's breach of the Contract except as provided in this Section.

34 *Termination for Convenience*

- 34.1 When, at the sole discretion of YAKIMA NEIGHBORHOOD HEALTH SERVICES, it is in the best interest of the YAKIMA NEIGHBORHOOD HEALTH SERVICES, YAKIMA NEIGHBORHOOD HEALTH SERVICES may terminate this Contract, in whole or in part for YAKIMA NEIGHBORHOOD HEALTH SERVICES's convenience, by 30 days Notice to SUBCONTRACTOR
- 34.2 During this 30 day period, SUBCONTRACTOR shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on YAKIMA NEIGHBORHOOD HEALTH SERVICES from such winding down and cessation of Services. If this Contract is so terminated, YAKIMA NEIGHBORHOOD HEALTH SERVICES shall be liable only for payment in accordance with the terms of this Contract for Services satisfactorily rendered prior to the effective date of termination.
- 34.3 In case of such termination for convenience, YAKIMA NEIGHBORHOOD HEALTH SERVICES will pay to SUBCONTRACTOR the agreed upon Purchase Price for Deliverables for which Acceptance has been given by YAKIMA NEIGHBORHOOD HEALTH SERVICES, amounts for In-Person Assister Services

provided prior to the date of termination for which no separate price is stated and that are not associated with or related to a specific Deliverable for which Acceptance has been given. The amounts for such In-Person Assister Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by SUBCONTRACTOR therefor, as based on the hourly rate in the Proposal, but such costs shall be no greater than the final Purchase Price for each Deliverable. In addition, YAKIMA NEIGHBORHOOD HEALTH SERVICES agrees to compensate SUBCONTRACTOR for reasonable and necessary costs that were incurred by SUBCONTRACTOR on this Project, as a result of YAKIMA NEIGHBORHOOD HEALTH SERVICES's termination for convenience, for undepreciated or unamortized equipment and software licenses, early termination of leases, and other reasonable and necessary Project-related expenses, subject to YAKIMA NEIGHBORHOOD HEALTH SERVICES's reasonable judgment and the availability of State and Federal funds and receipt of supporting documentation from SUBCONTRACTOR.

35 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, Yakima Neighborhood Health Services may terminate this Contract under Section 348. Yakima Neighborhood Health Services will not be obligated to pay any further Purchase Prices or Charges for In-Person Assister Services for future periods, but Yakima Neighborhood Health Services shall make payments for In-Person Assister Services, Deliverables and Contractor's costs as provided in Section 49.3, subject to Yakima Neighborhood Health Services's availability of funding therefor. Yakima Neighborhood Health Services agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty shall accrue to Yakima Neighborhood Health Services in the event this Section shall be exercised.

36 Termination Procedure.

- 36.1 Upon termination of this Contract, YAKIMA NEIGHBORHOOD HEALTH SERVICES, in addition to any other rights provided in this Contract, may require SUBCONTRACTOR to deliver to YAKIMA NEIGHBORHOOD HEALTH SERVICES any Property, Deliverables and Data, for such part of this Contract as has been terminated.
- 36.2 After receipt of a Notice of Termination, and except as otherwise directed by YAKIMA NEIGHBORHOOD HEALTH SERVICES, SUBCONTRACTOR shall:
- a) Wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on YAKIMA NEIGHBORHOOD HEALTH SERVICES from such winding down and cease Services on the date, and to the extent specified, in the Notice;
 - b) Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
 - c) As soon as practicable, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of YAKIMA NEIGHBORHOOD HEALTH SERVICES to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - d) Continue performance of such part of this Contract as shall not have been terminated by YAKIMA NEIGHBORHOOD HEALTH SERVICES;
- 36.3 Upon expiration of the Contract or SUBCONTRACTOR's receipt of Notice of Termination of the Contract by CONTRACTOR, SUBCONTRACTOR will provide any turnover assistance Services necessary to enable YAKIMA NEIGHBORHOOD HEALTH SERVICES or its designee to effectively close out the Contract and move the work to another vendor or to perform the work by itself. Within ten days of receipt of the Notice of Termination, SUBCONTRACTOR shall provide, in machine readable form, an up-to-date, usable copy of the Data in a format as required by YAKIMA NEIGHBORHOOD HEALTH SERVICES and a copy of all documentation needed by YAKIMA NEIGHBORHOOD HEALTH SERVICES to continue the Service with another provider, and to utilize the Data. SUBCONTRACTOR will ensure that all consents or approvals to allow SUBCONTRACTOR to provide the assistance required following termination or expiration have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to YAKIMA NEIGHBORHOOD HEALTH SERVICES.

General Provisions

37 Assignment

SUBCONTRACTOR may not assign or transfer this Contract or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of HBE and YAKIMA NEIGHBORHOOD HEALTH SERVICES's Chief Financial Officer, provided that any permitted assignment shall not operate to relieve SUBCONTRACTOR of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to YAKIMA NEIGHBORHOOD HEALTH SERVICES that may arise from any breach of the provisions of this Contract or warranties made herein including but not limited to, rights of setoff. With HBE written consent, YAKIMA NEIGHBORHOOD HEALTH SERVICES may assign this Contract to any organization that is both capable and authorized to provide In-Person Assister services within the political boundaries of the State of Washington. Any attempted assignment, transfer or delegation in contravention of this Section of the Contract shall be null and void. This Contract shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

38 Authority

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

39 Binding Effect

Each party agrees that the Contract binds it and each of its employees, agents, independent SUBCONTRACTORS, and representatives.

40 Compliance With Civil Rights Laws

During the performance of this Contract, SUBCONTRACTOR shall comply with all federal and applicable State nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101, *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of SUBCONTRACTOR's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part by YAKIMA NEIGHBORHOOD HEALTH SERVICES under Section 42 Termination for SUBCONTRACTOR's Breach, and SUBCONTRACTOR may be declared ineligible for further contracts with YAKIMA NEIGHBORHOOD HEALTH SERVICES.

41 Covenant Against Contingent Fees

- 41.1 SUBCONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of SUBCONTRACTOR.
- 41.2 In the event of breach of this Section by SUBCONTRACTOR, YAKIMA NEIGHBORHOOD HEALTH SERVICES shall have the right to either annul this Contract without liability to YAKIMA NEIGHBORHOOD HEALTH SERVICES, or, in YAKIMA NEIGHBORHOOD HEALTH SERVICES's discretion, deduct from payments due to SUBCONTRACTOR, or otherwise recover from SUBCONTRACTOR, the full amount of such commission, percentage, brokerage, or contingent fee.

42 Debarment and Suspension

SUBCONTRACTOR certifies to YAKIMA NEIGHBORHOOD HEALTH SERVICES that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal or State government contracts.

43 Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and understandings, agreements, representations, or warranties not contained in this Contract or a written Change Order or amendment hereto shall not be binding on either party.

44 *Governing Law*

This Contract shall be governed in all respects by the law and statutes of the State of Washington, without reference to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State courts of Thurston County, Washington. SUBCONTRACTOR accepts the personal jurisdiction of such courts.

45 *Independent Status of SUBCONTRACTOR*

The parties hereto, in the performance of this Contract, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent SUBCONTRACTOR relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. SUBCONTRACTOR shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

46 *Legal and Regulatory Compliance*

In-Person Assister Services shall comply with all applicable federal and state laws, regulations, codes, standards and ordinances during the term. In the event that any services performed or provided by SUBCONTRACTOR are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of SUBCONTRACTOR to bring the Services into compliance at no additional cost to YAKIMA NEIGHBORHOOD HEALTH SERVICES.

47 *Lobbying Activities*

SUBCONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

48 *Modifications and Amendments*

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of SUBCONTRACTOR and YAKIMA NEIGHBORHOOD HEALTH SERVICES.

49 *Notices*

49.1 Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested, or by electronic mail, to the parties at the addresses and e-mail addresses provided in this Section.

49.2 In the event the individual named by a party changes or no longer serves in the capacity provided, the party making such change will provide prompt written Notice of change.

To SUBCONTRACTOR at:		and to:	
Kittitas County Public Health Department		Kittitas County Public Health Department	
ATTN: Robin Read, Public Health Administrator		ATTN: Robin Read, Public Health Administrator	
Mailing Address:		Mailing Address:	
Street Address:	507 N Nanum Street, #102 Ellensburg, WA 98926	Street Address:	Att: Candi Blackford, Administrative Assistant 507 N Nanum Street, #102 Ellensburg, WA 98926
E-mail Address :	Robin.read@co.kittitas.wa.us	E-mail Address:	Candi.blackford@co.kittitas.wa.us
Telephone:	509-962-7515	Telephone:	509-962-7515

To YAKIMA NEIGHBORHOOD HEALTH SERVICES at:		and to:	
In-Person Assister Lead Organization		In-Person Assister Lead Organization	
ATTN: YAKIMA NEIGHBORHOOD HEALTH SERVICES / President and CEO		ATTN: YAKIMA NEIGHBORHOOD HEALTH SERVICES Contracts	

<i>Mailing Address:</i>	PO Box 2605, Yakima WA 98907-2605	<i>Mailing Address:</i>	PO Box 2605, Yakima WA 98907-2605
<i>Street Address:</i>	12 South 8 th Street Yakima WA 98901	<i>Street Address:</i>	12 South 8 th Street Yakima, WA 98901
<i>E-mail Address :</i>	Anita.monoian@ynhs.org	<i>E-mail Address:</i>	Anita.monoian@ynhs.org
<i>Telephone:</i>	509-574-5550	<i>Telephone:</i>	509-574-5550

49.3 Notices shall be effective upon receipt or 6 Business Days after mailing, whichever is earlier.

49.4 The Notice address as provided herein may be changed by Notice given as provided above.

50 Notice of Delay

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five Business Days, give notice thereof, including all relevant information with respect thereto, to the other party. If a party delays in providing additional information, data, guidance, or approvals which are requested by the other party, or in performing its obligations, the other party may submit claims for damages that are caused by such delays and that are permitted under the Contract. The party submitting the claim shall provide Notice of such claim to the other party prior to filing the claim.

51 Publicity

The award of this Contract to SUBCONTRACTOR is not in any way an endorsement of SUBCONTRACTOR or SUBCONTRACTOR's Services by CONTRACTOR or the Washington Health Benefit Exchange, and shall not be so construed by SUBCONTRACTOR in any advertising or publicity materials.

SUBCONTRACTOR shall not publish or otherwise distribute for marketing or publicity purposes any of the following materials without the prior written consent of Yakima Neighborhood Health Services, who will obtain required permissions from the Health Benefit Exchange: all advertising, sales promotion, informational pamphlets, notices, press releases, research reports, or similar publicity material concerning this Project or relating to this Contract wherein the CONTRACTOR, SUBCONTRACTOR or the HBE is mentioned or language used from which the connection of SUBCONTRACTOR or the HBE therewith may, in HBE's judgment, be inferred or implied. Material developed and made available by the Exchange that has been adapted to add SUBCONTRACTOR logo, contact information or similar modifications does not need to be submitted for approval.

52

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

53 Sovereign Immunity

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by CONTRACTOR of any immunities from suit or from liability that CONTRACTOR may have by operation of law.

54 Survival

All In-Person Assister Services performed and Deliverables delivered pursuant to the authority of this Contract are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of Section 6 *Overpayments to SUBCONTRACTOR*, Section 14 *Accounting Requirements*, Section 15 *Records Retention and Access Requirements*, Section 29 *General Indemnity*, Section 30 *Insurance*, Section 33 *Dispute Resolution*, Section 34 *Additional Rights and Remedies*,

Section 34.6 *Limitation of Liability*, Section 35 *Confidential Information and Proprietary Information*, and Sections 42-75 (Contract Termination and General Provisions) shall survive the termination of this Contract.


55 **Waiver**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Approved
Yakima Neighborhood Health Services Organization


Approved
Kittitas County Public Health Department



Signature
Anisa Moncrian

Print or Type Name Date
President / CEO

Title



Signature
Robin H. Read 10/8/13

Print or Type Name Date
Administrator

Title

Schedule 1: NON-DISCLOSURE AGREEMENT

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Nondisclosure Agreement ("Agreement") is entered into by and between the Washington Health Benefit Exchange, ("CONTRACTOR"), and the Recipient named in the signature block ("Recipient").

Recipient is an employee, or agent of [SUBCONTRACTOR Name] or the Health Benefit Exchange and as such requires access to information or material related to the Washington Health Benefit Exchange that is Confidential Information as defined herein. YAKIMA NEIGHBORHOOD HEALTH SERVICES agrees to release this information to Recipient for those purposes pursuant to the terms and conditions contained in this Agreement. Recipient agrees to the terms and conditions herein.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the parties agree as follows:

Whenever used in this Agreement, the term "Confidential Information" will mean:

Individual's names; ages; residential addresses; email addresses; telephone numbers; Driver's license number or Washington identification card number; financial information (e.g., profiles, social security numbers, income, credit card numbers, debit card numbers, electronic check numbers, card expiration dates, or bank or other financial account numbers, security codes, access codes, or passwords that would permit access to an individual's financial account); medical data/personal health information; law enforcement records; or other records concerning the state's citizens and businesses; information concerning recipients of services from public health agencies; state or system software code, source code or object code and security data; system or network designs, drawings, or specifications; computer programs; system and technical documentation; and trade secrets or proprietary information of YAKIMA NEIGHBORHOOD HEALTH SERVICES or YAKIMA NEIGHBORHOOD HEALTH SERVICES's SUBCONTRACTORS.

Confidential Information may be in tangible or intangible form. YAKIMA NEIGHBORHOOD HEALTH SERVICES's failure to expressly identify Confidential Information as such shall not in any way lessen or negate Recipient's obligation to keep such information confidential in accordance with this Agreement.

The term "Confidential Information" shall not be construed to include information that

- is or becomes readily available in public records or documents, other than as a result of a disclosure by Recipient or other entity acting on behalf of Recipient, or
- (ii) can be documented to have been known by Recipient prior to its disclosure by YAKIMA NEIGHBORHOOD HEALTH SERVICES, or
- (iii) is disclosed pursuant to applicable law, judicial action or government regulations, including without limitation the Washington State Public Records Act, chapter 42.56 RCW.

Recipient agrees to hold such Confidential Information in confidence and except for disclosure required by law; Recipient shall not disclose such Confidential Information.

Recipient understands that the breach of the terms of this Agreement would cause irreparable damage to YAKIMA NEIGHBORHOOD HEALTH SERVICES and that Recipient could be subject to litigation and required to indemnify, and hold YAKIMA NEIGHBORHOOD HEALTH SERVICES harmless from actual damages from losses that result from its breach.

This Agreement, its validity, construction and effect will be governed by the laws of the State of Washington. Venue for any action between the parties shall be in Yakima County, State of Washington.

This Agreement supersedes any and all prior understandings and agreements between the parties with respect to the subject matter of this Agreement. This Agreement can be modified only by a written amendment signed by authorized representatives of the parties.

Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach nor shall it be a waiver of the underlying obligation.

The requirement of confidentiality shall extend for three years beyond Recipient's association with the Yakima Neighborhood Health Services as an employee, or agent of SUBCONTRACTOR.

Yakima Neighborhood Health Services



Anita Monoian, President and CEO

Date 10-26-13

Recipient



10/8/13

Signature

Date

Robin H. Read, Administrator

Print or Type Name and Title

Recipient Address: GRANVILLE CO. PUBLIC HEALTH

507 N. Nanum St. Suite 102

Ellensburg, WA 98926

Recipient Address: cont'd

(509) 962-7515

Schedule 2: HBE DATA SECURITY REQUIREMENTS

DEFINITIONS:

Personally Identifiable Information (PII) is: any information about an individual maintained by an agency, including any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Examples of PII include, but are not limited to:

- *Name, such as full name, maiden name, mother's maiden name, or alias*
- *Personal identification number, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, or financial account or credit card number*
- *Address information, such as street address or email address*
- *Personal characteristics, including photographic image (especially of face or other identifying characteristic), fingerprints, handwriting, or other biometric data (e.g., retina scan, voice signature, facial geometry)*
- *Information about an individual that is linked or linkable to one of the above (e.g., date of birth, place of birth, race, religion, weight, activities, geographical indicators, employment information, medical information, education information, financial information).*

DATA SECURITY:

Personally Identifiable Information (PII) described in this Agreement is being furnished by the Exchange through Yakima Neighborhood Health Services for use in the Central Washington Healthplanfinder Network as defined in Patient Protection and Affordable Care Act (PPACA). Yakima Neighborhood Health Services, and SUBCONTRACTOR agree that they shall maintain the confidential nature of all non-public personal information in accordance with 45 CFR §155.260. SUBCONTRACTOR shall establish appropriate administrative, technical, procedural, and physical safeguards to protect the confidentiality of PII and any data obtained for performing Exchange functions and to prevent unauthorized or inappropriate access to or use or disclosure of the data.

Schedule 3: Workplan / Schedule of Deliverables from Subcontractors

Description	Format	Frequency	Due
Successfully completed healthplanfinder applications	Provided by Health Benefit Exchange	quarterly	Reported from HBE to YNHS to Subcontractors. Will be basis for quarterly enrollment payments.
Community Outreach and Awareness Plan Reporting	Pre-formated Word Document. Document to be submitted to YNHS program manager electronically, highlighting number of outreach events/ activities, estimated number of contacts, and vulnerable populations reached.	monthly	5 th of the month for the previous month's activity.
Consumer data surveys	Individual collection of surveys from consumers receiving assistance – for reporting to HBE and local quality assurance measures.	monthly	5 th of the month for the previous month's activity.

Schedule 4

Community Outreach and Awareness Plan

Name of In-Person Assister Organization that will focus on this population	Outreach strategies
Yakima Neighborhood Health Services	<ul style="list-style-type: none"> • Job Fairs at local orchard employment fairs • Job fairs at local warehouses. • Head Start registrations at Parent Nights • Enrollment stations at each of YNHS six permanent sites
Yakima Neighborhood Health Services	<ul style="list-style-type: none"> • Daily enrollment activities at Homeless Resource Center in Yakima (operated by YNHS) • Daily enrollment activities at Homeless Resource Center in Sunnyside (operated by YNHS) • Annual outreach and enrollment at Project Homeless Connect(s) in Yakima, Sunnyside, Wapato
Yakima Neighborhood Health Services	Treaty Days – Annual Native American Family Gathering and Service Fair
Yakima Neighborhood Health Services	Incorporate enrollment opportunities at each of the YNHS health care facilities
Yakima Valley Farmworkers Clinic	Targeted enrollment activities for patients with avoidable hospitalizations at hospitals in service area.
Yakima Valley Farmworkers Clinic	Monthly enrollment activities during weekend at Fiesta Foods in Pasco, Sunnyside, and Yakima.
Yakima Valley Farmworkers Clinic	Monthly enrollment activities during weekday morning/afternoon at Migrant/Seasonal Head Start sites in service area.
Community Health of Central Washington	Enrollment Events during Food Bank hours beginning in October and continuing until Early Spring 2014.
Community Health of Central Washington	Enrollment Events on Yakima Campus, monthly beginning in October and continuing until Early Spring 2014.
Community Health of Central Washington	Enrollment Events after Spanish Sunday masses at Saint Joseph's Catholic Church monthly beginning in October and continuing until Early Spring 2014.
Community Health of Central Washington	Enrollment Events during Food Bank hours at Sunrise Outreach beginning in October and continuing until Early Spring 2014.
Sunnyside Community	Admitting staffer assigned to enroll uninsured

Hospital	
Sunnyside Community Hospital	Staffer will rotate through clinics to enroll uninsured
Sunnyside Community Hospital	Enrollment events at Sunnyside Schools- Student health clinic
Kittitas Public Health	<ul style="list-style-type: none"> • Quarterly outreach day visiting rural employers to enroll employees and/or customers • Offer walk-in and by appointment enrollment services from health department Upper Kittitas County Senior Center • Outreach to local employers, local clinics, local media partners
Kittitas Public Health	<ul style="list-style-type: none"> • Quarterly outreach day offering door-to-door enrollment services in neighborhoods where many Hispanic/Latino families live, including Bright Beginnings for Kittitas County (Head Start); local businesses; local churches; landlords and mobile home park owners/managers • Offer walk-in and by appointment enrollment services from health department
Kittitas Public Health	<ul style="list-style-type: none"> • Quarterly outreach day offering enrollment services at local places of employment for lower income workers (convenience stores, restaurants/fast food, agriculture, etc.) • Offer walk-in and by appointment enrollment services from health department

3. Estimate the Community Awareness events to be held in the service area throughout the contract term. Include the following:		
Groups Targeted	Estimated # of Events	Types of events planned
Yakima County- Low-income uninsured adults	18	Flyers inserted in service area school newsletters.
	18	Monthly presentations at Yakima County food banks
Yakima County- Hispanic uninsured adults	18	Monthly educational presentations after work at agricultural warehouses (for uninsured, documented farm workers).
Yakima County- Female uninsured adults	18	Monthly educational presentations after Spanish Sunday mass at Catholic churches in service area.
Yakima County- Latino Low- Income	18	Radio KNDA monthly Q&A by Outreach Director
Yakima County- Homeless	1	Distribution of information and education during annual count, and during Project Homeless Connect
	18	Education at emergency shelters, transitional and permanent housing units
Yakima County- Uninsured, low- income	24	-Participation at Farmers Markets in Yakima and Sunnyside Sundays and Wednesday evenings May – October to provide information about Medicaid, Medicaid expansion, Exchange offerings -Sharing health coverage information and enrollment assistance availability at the following community events:
	4	<ul style="list-style-type: none"> • Hot Shots 3 on 3 Basketball Tourney • Moxee Hop Festival • Spring Jam (White Swan Street Fair) • Perry Tech Annual Resource Fair
Kittitas County- Low Income families	18	Information Table during Food Bank hours.
Yakima County- Low Income Latinos	1	Information Table during Students Orientation September 10-13
Yakima County- Low Income Latino families	12	Presentation after Spanish Sunday masses at Saint Joseph's Catholic Church and Information table

Yakima County- Low Income Latino families	6	Quarterly awareness events at Nuestra Casa
Yakima County- Uninsured	2	Booth at Annual Chamber of Commerce event
Kittitas County- People living in rural areas of Kittitas County (Upper Kittitas County, Easton, Kittitas, Vantage, etc.)	6 6	<ul style="list-style-type: none"> • Quarterly public service announcements on local radio stations • Quarterly press release and/or contact with local media for articles/announcement in local newspapers and news stations • Post flyers in key community locations to advertise enrollment events and services
Kittitas County- Hispanic/Latino families and individuals	6	<ul style="list-style-type: none"> • Quarterly public service announcements on local Spanish radio stations • Post flyers in key community locations to advertise enrollment events and services
Kittitas County- Low-income families and individuals	6 6	<ul style="list-style-type: none"> • Quarterly public service announcements on local radio stations • Quarterly press release and/or contact with local media for articles/announcement in local newspapers and news stations • Post flyers in key community locations to advertise enrollment events and services

Schedule 4a

Community Outreach and Awareness Plan / Agency Reporting Tool

Agency Name _____ Reporting Month _____ Year _____

Report Completed by (Staff name) _____

Name of In-Person Assister Organization that will focus on this population	Outreach strategies	
Yakima Neighborhood Health Services	<ul style="list-style-type: none"> • Job Fairs at local orchard employment fairs • Job fairs at local warehouses. • Head Start registrations at Parent Nights • Enrollment stations at each of YNHS six permanent sites 	•
Yakima Neighborhood Health Services	<ul style="list-style-type: none"> • Daily enrollment activities at Homeless Resource Center in Yakima (operated by YNHS) • Daily enrollment activities at Homeless Resource Center in Sunnyside (operated by YNHS) • Annual outreach and enrollment at Project Homeless Connect(s) in Yakima, Sunnyside, Wapato 	•
Yakima Neighborhood Health Services	Treaty Days – Annual Native American Family Gathering and Service Fair	
Yakima Neighborhood Health Services	Incorporate enrollment opportunities at each of the YNHS health care facilities	
Yakima Valley Farmworkers Clinic	Targeted enrollment activities for patients with avoidable hospitalizations at hospitals in service area.	
Yakima Valley Farmworkers Clinic	Monthly enrollment activities during weekend at Fiesta Foods in Pasco, Sunnyside, and Yakima.	
Yakima Valley Farmworkers Clinic	Monthly enrollment activities during weekday morning/afternoon at Migrant/Seasonal Head Start sites in service area.	

Community Health of Central Washington	Enrollment Events during Food Bank hours beginning in October and continuing until Early Spring 2014.	
Community Health of Central Washington	Enrollment Events on Yakima Campus, monthly beginning in October and continuing until Early Spring 2014.	
Community Health of Central Washington	Enrollment Events after Spanish Sunday masses at Saint Joseph's Catholic Church monthly beginning in October and continuing until Early Spring 2014.	
Community Health of Central Washington	Enrollment Events during Food Bank hours at Sunrise Outreach beginning in October and continuing until Early Spring 2014.	
Sunnyside Community Hospital	Admitting staffer assigned to enroll uninsured	
Sunnyside Community Hospital	Staffer will rotate through clinics to enroll uninsured	
Sunnyside Community Hospital	Enrollment events at Sunnyside Schools- Student health clinic	
Kittitas Public Health	<ul style="list-style-type: none"> • Quarterly outreach day visiting rural employers to enroll employees and/or customers • Offer walk-in and by appointment enrollment services from health department Upper Kittitas County Senior Center • Outreach to local employers, local clinics, local media partners 	•
Kittitas Public Health	<ul style="list-style-type: none"> • Quarterly outreach day offering door-to-door enrollment services in neighborhoods where many Hispanic/Latino families live, including Bright Beginnings for Kittitas County (Head Start); local businesses; local churches; landlords and mobile home park owners/managers • Offer walk-in and by appointment 	•

	enrollment services from health department	
Kittitas Public Health	<ul style="list-style-type: none"> • Quarterly outreach day offering enrollment services at local places of employment for lower income workers (convenience stores, restaurants/fast food, agriculture, etc.) • Offer walk-in and by appointment enrollment services from health department 	•

3. Estimate the Community Awareness events to be held in the service area throughout the contract term. Include the following:			
Groups Targeted	Estimated # of Events	Types of events planned	Event and date of event
Yakima County- Low-income uninsured adults	18	Flyers inserted in service area school newsletters.	
	18	Monthly presentations at Yakima County food banks	
Yakima County- Hispanic uninsured adults	18	Monthly educational presentations after work at agricultural warehouses (for uninsured, documented farm workers).	
Yakima County- Female uninsured adults	18	Monthly educational presentations after Spanish Sunday mass at Catholic churches in service area.	
Yakima County- Latino Low- Income	18	Radio KNDA monthly Q&A by Outreach Director	
Yakima County- Homeless	1	Distribution of information and education during annual count, and during Project Homeless Connect	
	18	Education at emergency shelters, transitional and permanent housing units	
Yakima County- Uninsured, low- income	24	-Participation at Farmers Markets in Yakima and Sunnyside Sundays and Wednesday evenings May – October to provide information about Medicaid, Medicaid expansion, Exchange offerings	
	4	-Sharing health coverage information and enrollment assistance availability at the following community events: <ul style="list-style-type: none"> • Hot Shots 3 on 3 Basketball Tourney • Moxee Hop Festival • Spring Jam (White Swan Street Fair) • Perry Tech Annual Resource Fair 	

Kittitas County- Low Income families	18	Information Table during Food Bank hours.	
Yakima County- Low Income Latinos	1	Information Table during Students Orientation September 10-13	
Yakima County- Low Income Latino families	12	Presentation after Spanish Sunday masses at Saint Joseph's Catholic Church and Information table	
Yakima County- Low Income Latino families	6	Quarterly awareness events at Nuestra Casa	
Yakima County- Uninsured	2	Booth at Annual Chamber of Commerce event	
Kittitas County- People living in rural areas of Kittitas County (Upper Kittitas County, Easton, Kittitas, Vantage, etc.)	6 6	<ul style="list-style-type: none"> • Quarterly public service announcements on local radio stations • Quarterly press release and/or contact with local media for articles/announcement in local newspapers and news stations • Post flyers in key community locations to advertise enrollment events and services 	•
Kittitas County- Hispanic/Latino families and individuals	6	<ul style="list-style-type: none"> • Quarterly public service announcements on local Spanish radio stations • Post flyers in key community locations to advertise enrollment events and services 	•
Kittitas County- Low-income families and individuals	6 6	<ul style="list-style-type: none"> • Quarterly public service announcements on local radio stations • Quarterly press release and/or contact with local media for articles/announcement in local newspapers and news stations • Post flyers in key community locations to advertise enrollment events and services 	•

Schedule 5

Contract Payments Aug/Sept 2013 - December 2014

FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

I. FEDERAL COMPLIANCE - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Michael Marchand, Exchange
P.O. Box 657
Olympia, WA 98507
Phone: (360) 688-7745
Fax: (360) 586-1177
Email address: michael.marchand@wahbexchange.org

- a. *Source of Funds:* Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number HBE-IE-120121-01-00, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Section 73. The subrecipient is responsible for tracking and reporting the cumulative amount expended under HBA Contract No. XXX.
- b. *Single Audit Act:* A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Circular A-133, as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Circular A-133.
- c. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 1. Examples of items requiring Health Benefit Exchange prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the agreement.
 - iii. Change in a key person specified in the agreement.
 - iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.

2. No changes are to be implemented by the Subrecipient until a written notice of approval is received from the Health Benefit Exchange.
- d. *Condition for Receipt of Health Benefit Exchange Funds:* Funds provided by Health Benefit Exchange to the subrecipient under this agreement may not be used by the subrecipient as a match or cost-sharing provision to secure other federal monies.
- e. *Unallowable Costs:* The subrecipients' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HBE not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- f. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- g. *Federal Compliance:* The subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- h. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>

HBE Federal Compliance Contact Information
Washington State Health Benefit Exchange
810 Jefferson Street (mailing address-PO Box 657, Olympia WA 98507)
Olympia, Washington 98504

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the HBE as the primary recipient of federal funds and then follow the funds to the subrecipient. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

III.

	OMB CIRCULAR		
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS

State, Local and Indian Tribal Governments and Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations and Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities and Affiliated Hospitals	A-110	A-21	A-133
For-Profit Organizations	A-110	48 CFR 31.2	Requirements established by the pass-through entity, pursuant to A-133, § .210(e)

***Definitions:**

"Sub-recipient"; means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

"Sub-award and Sub-grant" are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington Health Benefit Exchange) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington Health Benefit Exchange.

IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington Health Benefit Exchange.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public

transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug

statute occurring in the workplace no later than five calendar days after such conviction;

- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, HBE has designated the following central point for receipt of such notices:

Legal Services Director
WA State Health Benefits Exchange
PO Box 657
Olympia, WA 98501

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial

transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative

agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract **is awarded**.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the

imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

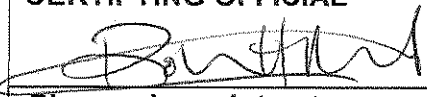
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HBE.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Non-procurement List (of excluded parties).
- 9) 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.

- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HBE may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Administrator
Please also print or type name: Robinett Read	
ORGANIZATION NAME: (if applicable) KCPHD	DATE 10/8/13

1. DATE ISSUED MM/DD/YYYY 05/16/2012 2. CFDA NO. 93.525 3. ASSISTANCE TYPE Cooperative Agreement

Department of Health and Human Services
Centers for Medicare & Medicaid Services
Office of Acquisitions and Grants Management

7500 Security Boulevard
Baltimore, MD 21244-1850

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Section 1311 of the Affordable Care Act, Health Insurance Exchange

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain
in effect unless specifically rescinded

4. GRANT NO. 1 HBEIE120121-01-00
Formerly
5. ACTION TYPE New
6. PROJECT PERIOD MM/DD/YYYY
From 05/16/2012 Through 05/15/2014
7. BUDGET PERIOD MM/DD/YYYY
From 05/16/2012 Through 05/15/2014

8. TITLE OF PROJECT (OR PROGRAM)
Cooperative Agreement to Support Establishment of State-Operated Health Insurance Exchange

9a. GRANTEE NAME AND ADDRESS
Washington Health Benefit Exchange
626 8th Avenue SE
Olympia, WA 98504-0001

9b. GRANTEE PROJECT DIRECTOR
Ms. Molly Voris
626 8th Avenue SE
Olympia, WA 98504
Phone: 360-725-0854

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Beth Walter
626 8th Avenue SE
Olympia, WA 2710
Phone: 360-725-0866

10b. FEDERAL PROJECT OFFICER
Ms. Susan Lumsden
200 Independence Ave Sw Rm 738-G
Washington, DC 20201
Phone: 301-492-0000

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes HHS Direct Assistance)

I HHS Grant Funds Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	20,633,053.00
b. Fringe Benefits	5,973,269.00
c. Total Personnel Costs	26,606,322.00
d. Equipment	1,507,455.00
e. Supplies	58,036.00
f. Travel	148,642.00
g. Construction	0.00
h. Other	26,216,422.00
i. Contractual	95,285,124.00
j. TOTAL DIRECT COSTS	149,822,001.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	149,822,001.00
m. Federal Share	127,852,056.00
n. Non-Federal Share	21,969,945.00

12. AWARD COMPUTATION FOR GRANT

a. Amount of HHS Financial Assistance (from item 11 m)	127,852,056.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	127,852,056.00
13. Total Federal Funds Awarded to Date for Project Period	127,852,056.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, HHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation cited above
b. The grant program regulations cited above
c. This award notice including terms and conditions, if any, noted below under REMARKS
d. HHS Grants Policy Statement including addenda in effect as of the beginning date of the budget period.
e. 45 CFR Part 74 or 45 CFR Part 92 as applicable

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

Please Refer to the Standard & Programmatic Terms & Conditions

GRANTS MANAGEMENT OFFICER: Michelle Feagins, Grants Management Officer

17. OBJ CLASS 4115	18a. VENDOR CODE 1454846258A1	18b. EIN 454846258	19. DUNS 078426083	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a.	b. HBEIE0121A	c. SEPI	d. \$127,852,056.00	e. 7520115
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Washington Health Benefit Exchange

1 HBEIE120121-01-00

1. Standard & Programmatic Terms & Conditions

**Cooperative Agreement for the State of Washington to Support Establishment of
State-Operated Health Insurance Exchanges
Level Two Establishment**

**Standard Terms & Conditions
Attachment A**

1. **The HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO) Program Official.** The Program Official assigned with responsibility for technical and programmatic questions from the Grantee is Susan Lumsden (Susan.Lumsden@cms.hhs.gov).
2. **The HHS/Center for Medicaid, CHIP and Survey & Certification (CMCS) Contact Official.** The Center within CMS responsible for reviewing and approving funding documents referred to as Advance Planning Documents (APDs) that are submitted by the State to receive federal matching funds for goods and services that benefit the Medicaid program. The CMCS Contact Official is Charles Lehman (Charles.Lehman@cms.hhs.gov).
3. **The HHS/Centers for Medicare and Medicaid Services (CMS) Grants Management Specialist.** The Grants Management Specialist assigned with the responsibility for the financial and administrative aspects (non-programmatic areas) of grants administration questions from the Grantee is Vivian Smith in the Division of Grants Management (Vivian.Smith@cms.hhs.gov).
4. **The HHS Grants Policy Statement (HHS GPS).** This Cooperative Agreement is subject to the requirements of the HHS GPS that are applicable to the Grantee based on your recipient type and the purpose of this award. This includes any requirements in Part I and II (available at <http://www.hhs.gov/grantsnet/adminis/gpd/index.htm>) of the HHS GPS that apply to an award.

Consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 92, directly applies to this award in addition to any coverage in the HHS GPS.
5. **Cost Principles for State, Local, and Indian Tribal Governments.** This cooperative agreement is subject to the requirements as set forth in 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (previously OMB Circular A-87). Program may require grantees to continue to provide estimates for cost allocation during periodic phases involving associated funds of the cooperative agreement.
6. **Subaward Reporting and Executive Compensation.** This cooperative agreement is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170. Grant and cooperative agreement recipients must report information for each first-tier subaward of \$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated

executives as outlined in Appendix A to 2 CFR Part 170. For the full text of the award term, go to <http://cciio.cms.gov/resources/fundingopportunities/ffata.html>. For further assistance, please contact Iris Grady, the Grants Management Specialist assigned to monitor the subaward and executive compensation reporting requirements at divisionofgrantsmanagement@cms.hhs.gov.

7. **Trafficking in Persons.** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://cciio.cms.gov/resources/fundingopportunities/trafficking-term.html>.
8. **FY 2012 Appropriations Provision.** HHS recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administrations regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

Special Terms & Conditions Attachment B

1. **Budget and Project Period.** The budget and project period for the Cooperative Agreement to Support Establishment of State-Operated Health Insurance Exchanges (Level Two Application due date March 30, 2012) is from May 16, 2012 through December 31, 2014.
2. **Restriction of Funds.** Grantee will not have access to the contractual line item funds for Information Technology expenses in the amount of \$71,225,907 until the conditions outlined under Parts A and B below (if applicable) have been met. Grantee only needs to address the conditions outlined in Part A for those contractual line item funds that are needed to implement or sustain the project for the duration of the cooperative agreement (e.g. start-up costs or non-System Development Life Cycle dependent costs). Grantee must address Parts A and B for all contractual line item costs directly linked to a specific Systems Development Life Cycle review (see Part B below). As part of any request to lift restrictions on funding, Grantee must identify the nature of the contractual line item funds (i.e. start-up versus specific life cycle review).

For additional guidance on the restriction of funds requirements, please contact your Grants Management Specialist, Vivian Smith, at Vivian.Smith@cms.hhs.gov, or your assigned Project Officer.

A. Grantee must provide the following required information for all contracts:

1. Name of Contractor
2. Method of Selection
3. Period of Performance
4. Scope of Work
5. Method of Accountability

6. Itemized Budget and Justification

Please review Appendix E “Guidance for Preparing a Budget Request and Narrative in Response to SF424A” in the Funding Opportunity Announcement (FOA) for further guidance on what is required to address these topics areas.

B. Grantee must also meet specific Program Requirements, to include undergoing standard industry Systems Development Life Cycle (SDLC) reviews.

1. Architecture Review
2. Project Baseline Review
3. Detailed Design Review
4. Operational Readiness Review

The above named SDLC reviews were previously referred to as the IT Gate Review Process. This terminology has changed, and the IT Gate Review Process is now included within the Establishment Review Process. The list below demonstrates how the SDLC reviews outlined above fit within the broader Establishment Review process. Please contact your State Officer with any questions.

Establishment Planning Review

1. Architecture Review
2. Project Baseline Review

Establishment Design Review

3. Detailed Design Review

Establishment Implementation Review

4. Operational Readiness Review

As part of the overall response to Part A, Grantee must specifically explain and separately outline the contract costs associated for each life cycle review stage listed above prior to beginning work. Specifically, Grantee must explain in the *Scope of Work*, the precise services/tasks/deliverables to be performed by the contractor, and outline in the *Itemized Budget and Justification* the contractual costs with appropriate justification.

At the time of each stage of the life cycle review process, Grantee must provide detail of the deliverables, products, etc. completed during that stage of the life cycle. Those specifications will then be reviewed by HHS using the published HHS SDLC standards, which will then determine if the Grantee has successfully met completeness requirements under the HHS SDLC. Once Grantee receives approval from HHS regarding the completeness of their deliverables for that life cycle review period, the contractual line item funds linked to that specific review will be available for drawdown.

The SDLC reviews will be jointly conducted by CCIIO and CMCS. Because the Affordable Care Act requires the development of a streamlined enrollment system for Medicaid, CHIP, State basic health plans established under § 1331, and Exchange qualified health plans and financial assistance for qualified health plans, the development of the IT system will benefit

Medicaid/CHIP and Exchange-related programs. Therefore, costs for this project need to be allocated between Medicaid/CHIP and the Exchange. Additionally, the Medicaid program will be building to varying degrees supporting infrastructures to facilitate the work of the Exchange. It is for this reason that CMCS will be working together with CCIIO to review the progress the State is making during the four SDLC reviews. We expect the State staff working on the Exchange and the supporting Medicaid program activities to similarly work together as they develop joint solutions.

During the SDLC reviews, CMS will want both State Exchange and Medicaid staff to participate in all of the reviews, provide requested documentation and be prepared to speak to the status of the system and program's development with regard to: a) the Exchange, b) the supporting Medicaid program and infrastructure and c) any jointly developed cost allocated activities between the Exchange and the Medicaid program. Please note that while the funding sources for the three areas outlined above will come from two sources (i.e. the CCIIO Establishment Grants and the Medicaid Advance Planning Documents), the traditional APD review process has been expedited as a result of CMS' ability to conduct the SDLC reviews in a joint fashion between CCIIO and CMCS and between the State Exchange staff and the State Medicaid staff involved in the activities described above. The focus of the SDLC reviews by the CMCS staff will pay particular attention to the extent to which, at each stage of the SDLC reviews, the State is fulfilling its obligations, including meeting specific Standards and Conditions.

Please review the description in Appendix D of the FOA for further guidance on the SDLC reviews.

3. **Restriction of Funds.** Funds for years two and three of the project period in the amounts of \$57,647,351 and \$46,104,996, respectively, are restricted pending satisfactory progress on cooperative agreement activities after the first year of the project period. Provided satisfactory progress has been made, funds for the second year of the project period will be unrestricted. Funds for the third year of the project period will be unrestricted based on satisfactory progress in the prior years of the project period.
4. **Personnel Changes.** The Grantee is required to notify the CCIIO Project Officer and the HHS Grants Management Specialist within thirty (30) days of any personnel changes affecting the grant's Project Director, Assistant Project Director, or the Financial Officer as well as any named Key Contractor staff.
5. **Contractual Personnel Changes.** Because the bandwidth of expertise is tight in the Exchange arena, Grantees must inform the Program Officer as to Contractual resources and key personnel changes.
6. **Required Grant/Cooperative Agreement Reporting.** The templates for the Required Cooperative Agreement Reporting will be forthcoming.
 - a. **Project Report.** The Grantee is required to submit Progress Reports to the HHS Grants Management Specialist and to the CCIIO Project Officer. Progress Reports are due as follows:

Period of Performance: May 16, 2012 through September 30, 2012
Due: October 30, 2012

Period of Performance: October 1, 2012 through March 31, 2013
Due: April 30, 2013

Period of Performance: April 1, 2013 through September 30, 2013
Due: October 30, 2013

Period of Performance: October 1, 2013 through March 31, 2014
Due: April 30, 2014

Period of Performance: April 1, 2014 through September 30, 2014
Due: October 30, 2014

Period of Performance: October 1, 2014 through December 31, 2014. The final Progress Report will serve as the Final Project Report and should report not only on activities that occurred during the period of performance, but should be cumulative and report on work performed throughout the project period. This report is due no later than 90 days after the end of the project period.
Due: March 31, 2015

- b. **Periodic Deliverables.** See Program Requirements per the Funding Opportunity Announcement.
- c. **Public Report.** The Grantee is required to prominently post specific information about the Exchange grants/cooperative agreements on its Internet website to ensure that the public has information on the use of funds.

7. **Required Financial Reports.** The Federal Financial Report (FFR or Standard Form 425) has replaced the SF-269, SF-269A, SF-272, and SF-272A financial reporting forms. All grantees must utilize the FFR to report cash transaction data, expenditures, and any program income generated.

Grantees must report on a quarterly basis cash transaction data via the Payment Management System (PMS) using the FFR in lieu of completing a SF-272/SF-272A. The FFR, containing cash transaction data, is due within 30 days after the end of each quarter. The quarterly reporting due dates are as follows: 1/30, 4/30, 7/30, 10/30. A Quick Reference Guide for completing the FFR in PMS is at:

www.dpm.psc.gov/grant_recipient/guides_forms/ffr_quick_reference.aspx.

In addition to submitting the quarterly FFR to PMS, Grantees must also provide, on an annual basis, a hard copy FFR to CMS which includes their expenditures and any program income generated in lieu of completing a Financial Status Report (FSR) (SF-269/269A). Expenditures and any program income generated should only be included on the annually submitted FFR, as well as the final FFR.

Each hard-copy FFR should contain cash transaction data, expenditures, and any program income generated. Annual hard-copy FFRs should be mailed and received within 30 calendar days of the applicable year end date. The final FFR should be mailed and received within 90 calendar days of the project period end date (December 31, 2014). Grantees should access the following link in order to electronically complete and print the FFR: http://www.whitehouse.gov/omb/grants_forms/. See the charts below for more information on reporting due dates for hard-copy FFRs.

See below for due dates for the annual hard-copy FFR:

Annual Period	Reporting Period Due Date
May 16, 2012 to May 15, 2013	June 15, 2013
May 16, 2013 to May 15, 2014	June 15, 2014

See below for the due date for the **final** hard-copy FFR:

<i>Project Period</i>	<i>Reporting Period Due Date</i>
May 16, 2012 to December 31, 2014	Final report – approximately 32-month reporting period May 16, 2012 to December 31, 2014 Due: March 31, 2015

The final FFR should be mailed to the attention of Grants Management Specialist, Vivian Smith, at the following address:

Centers for Medicare and Medicaid Services
Office of Acquisition and Grants Management
200 Independence Ave., SW
Room 733H-02
Washington, D.C. 20201

Award recipients shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period and before the final FFR submission. It is the award recipient's responsibility to reconcile reports submitted to PMS and to CMS. Failure to reconcile final reports in a timely manner may result in canceled funds.

For additional guidance, please contact your Grants Management Specialist, Vivian Smith.

Payment under this award will be made by the Department of Health and Human Services, Payment Management System administered by the Division of Payment Management (DPM), Program Support Center. Draw these funds against your account that has been established for this purpose. Inquiries regarding payment should be directed to:

Director, Division of Payment Management
Telephone Number 1-877-614-5533
P. O. Box 6021
Rockville, Maryland 20852

8. **Attendance at Meetings and Sharing.** It is extremely important for States to share with one another lessons learned and best practices; as such it is expected that grantees attend CMS (CCIIO and/or CMCS) grantee meetings or workshops; it is also highly encouraged for grantees to attend regional or other types of meetings/workshops that would further their work to establish their Exchanges.
9. **Collaborative Responsibilities.** Close coordination between the Department of Insurance and the Medicaid Director is required. Grantees will be expected to show evidence, including but not limited to, regular communication and meetings, and Memoranda of Agreement based on business owners of processes, and inclusion in critical milestones.
10. **Consumer Assistance Program (Section 1002).** As Exchange grantees engage in planning and implementation activities around the Core Area of Providing Assistance to Individuals and Small Businesses, Coverage Appeals, and Complaints, they must keep in mind that it is not possible to replace CAP grant funding with 1311 funding. The activities must be integral to the Exchange and are subject to the minimum requirements of Section 1311, not those in Section 1002. Funds applied for must not supplant other grant funds, or otherwise misuse or misappropriate grant funds.
11. **Basic Health Program.** Exchange Establishment Cooperative Agreement funds cannot be used by the state for the purpose of applying for a waiver of the Exchange requirements. To the extent that there are Exchange establishment activities that would need to be coordinated with or overlap with activities undertaken pursuant to sections 1331 and 1332, Establishment Cooperative Agreement funding could be available for those activities. However, funding under the Establishment Cooperative Agreements may not be used solely for waiver activities, the Basic Health Program or investigation of the feasibility of those options.
12. **Risk Adjustment.** States must seek approval to commence specific tasks associated with risk adjustment. Please submit plans to carry out tasks related to risk adjustment to your project officer for review and approval prior to commencing activities.
13. **Quality Rating System.** Prior to carrying out activities related to Quality, please consult with your State Officer for technical assistance.
14. **Funding the Navigator Program.** State Exchange Establishment funds may be used for functions and/or activities that pertain to the development of a Navigator program. Funds to support the Navigator program's operations must come from the operational funds of the State Exchange, not from Section 1311 funds awarded under this cooperative agreement.

15. Acceptance of Application and Terms of Agreement. Initial expenditure of funds by the Grantee constitutes acceptance of this award.