

Kittitas County Review Form Grants & Contract Agreement



Today's Date 09/20/2017	Agenda Date
Fund/Department 116-Public Health	

Contract/Grant Information

Contract /Grant Agency: Sub-Contract between Yakima Neighborhood Health Services and Kittitas County Public Health Department	
Period Begin Date: August 1, 2017	Period End Date: June 30, 2018
Total Grant/Contract Amount: Not to exceed \$27,834.00	
Grant/Contract Number:	
Contract/Grant Summary: The sub-contract extends the terms of the contract between YNHS and the Health Benefit Exchange to the Sub-Contractor. The period of performance shall continue through June 30, 2018. The sub-contract allows the health department to continue to enroll Kittitas County residents in the Washington Healthplanfinder and continue reporting monthly outreach activities to contractor.	

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date: _____
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Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

Signature of Prosecutor's Office	Date
Signature of Auditor's Office	Date
Signature of Board of Health member	Date

Financial Information

Total Amount \$27,834	State Funds \$	Federal Funds \$27,834
Percentage County Funds	Matching Funds \$	CFDA# 93.525

	In-Kind \$ Explain
Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input checked="" type="checkbox"/> Why not
New Division Created?		Included in 2017 and 2018 budget
Revenue Code		
116-612.30.333.93.525 - \$27,834		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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Yakima Neighborhood Health Services
12 South 8th St, PO Box 2605
Yakima WA 98907-2605
Phone (509) 454-4143 Fax (509) 454-3651
www.ynhs.org

2017-2018
Navigator Program Services
SUB-CONTRACT BETWEEN
YAKIMA NEIGHBORHOOD HEALTH SERVICES
AND
Kittitas County Public Health Department
Contract Terms and Conditions
Based on
HBE -349 Navigator Program Services
Lead Organizations and Statewide Navigator Organizations
Navigator Program Services for the
Washington Health Benefit Exchange
August 2017 – June 2018

All terms and conditions of HBE 349 apply , along with the terms set forth as follows by the Health Benefit Exchange:

The purpose of this sub-contract as follows:

A.Term:

This sub- contract extends the terms of the contract between YNHS and the Health Benefit Exchange to the Sub-Contractor. The period of performance shall continue through June 30, 2018.

B. Contract Section 3 – Pricing:

The maximum not-to-exceed compensation, which includes any allowable expenses, payable to Sub-Contractor for satisfactory performance of the work under this contract shall not exceed **\$27,834** inclusive of the 2017 base payment and potential outcome-based incentive. The payment schedule is set forth as follows:

- **\$2150.81 monthly August -June 2018** to support Navigator activities for eleven months (base payment).



Accredited by the Joint Commission



Patient Centered Medical Home Level 3



Yakima Neighborhood Health Services
 12 South 8th St, PO Box 2605
 Yakima WA 98907-2605
 Phone (509) 454-4143 Fax (509) 454-3651
 www.ynhs.org

- **\$4,175** – one-time incentive payment for meeting QHP enrollment target of **369**.. The incentive will be paid by HBE to YNHS (and YNHS to the sub-contractor) for the proportion of the amended enrollment target met for new and renewed plans selected through the end of the OE-5 Open Enrollment period as validated by the Washington Healthplanfinder system data.

Total Base Payment = \$23,659
Total Potential Incentive Payment \$ 4,175
Maximum Nine Month Contract Award \$ 27,834

C. Contractor Payment:

- Sub-Contractors will receive a one-time enrollment outcome payment after the 2018 open enrollment period concludes. The payment will be generated upon validation through the Washington Healthplanfinder system of the QHP new and QHP renewed plans selected by service area navigators during the open enrollment period. The payment will be based on the proportion, up to but not exceeding 100%, of the QHP plan selection contract goal met at the conclusion of the open enrollment period.
- Should sub-contractor enroll or re-enroll fewer than 325 QHP members (as identified by the HBE data system), sub-contractor’s outcome-based enrollment payment will be pro-rated to that same percentage of the one-time incentive payment.

D. Reporting:

Sub-contractor agrees to continue reporting monthly outreach activities to contractor, using the format provided by HBE and/or contractor, to include: Highlights of community outreach events or key activities during the previous month: Outreach events conducted in report month, city/county, target population; Key accomplishments; Barriers/Issues experienced during outreach effort

Reports are due by the 5th of the following month.

The parties hereto, having read this Sub-Contract Amendment in its entirety, do agree to the terms of the amendment

Approved (Contractor)
 Yakima Neighborhood Health Services

Approved (Sub-Contractor)
 Sub-Contractor Agency

 Signature date

 Signature date

 Print name and title

 Print name and title



Accredited by the Joint Commission



Patient Centered Medical Home Level 3

**CONTRACT FOR NAVIGATOR SERVICES
BETWEEN
WASHINGTON HEALTH BENEFIT EXCHANGE
AND
YAKIMA NEIGHBORHOOD HEALTH SERVICES**

This Contract is made and entered into by and between the Washington Health Benefit Exchange hereinafter referred to as the "HBE" or "EXCHANGE", and the below named firm, hereinafter referred to as "Contractor,"

Contractor Name: Yakima Neighborhood Health Services

Business Address: 12 South 8th Street, PO Box 2605

City, State and Zip Code: Yakima, WA 98907-2605

Phone: (509) 574-5550

Email: anita.monoian@ynhs.org

WA State UBI Number: 601139605

1. IT IS MUTUALLY AGREED THAT:

The purpose of this contract is to provide the Washington Health Benefit Exchange with a qualified Navigator Lead Organization to conduct outreach and to build and oversee a network of organizations that deliver Washington Healthplanfinder application and enrollment assistance throughout designated services areas. The Contractor will perform the responsibilities and duties, as defined in Statements of Work, throughout the term of the resulting Contract.

2. SPECIAL TERMS AND CONDITIONS

Under no circumstances will contractors perform any work until this Contract and any subsequent Statement of Work (SOW) have been fully executed. Any work performed without a properly executed Contract, Statement of Work, or amendment will be at the Contractor's risk. The EXCHANGE is under no obligation to pay for work performed without properly executed authorization.

3. SCOPE OF WORK

3.1 Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the EXCHANGE and the CONTRACTOR, and specific obligations of both parties.

3.2 The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit C, Statement of Work, attached hereto and incorporated by reference herein and any other Statement of Work entered into by the parties under this Contract.

4. PERIOD OF PERFORMANCE

The initial period of performance for this Contract is **August 1, 2017** or date of execution, whichever is later, through **June 30, 2018**. The Exchange may extend this Contract in whatever timeframes the EXCHANGE deems necessary, not to exceed **June 30, 2022**. No billable activity may take place until this Contract has been signed by both parties.

5. COMPENSATION

5.1 The Maximum Not-To-Exceed Compensation, which includes any allowable expenses, payable to the Contractor for satisfactory performance of the work under this Contract shall not exceed One Hundred Fifty Nine Thousand Fifty Two Dollars (**\$159,052.00**). In no event shall the cost or payment exceed the Maximum Not-to-Exceed Compensation associated with this Contract.

Contractor's compensation for services rendered shall be based on the payment schedule provided in Exhibit C, Statement of Work.

5.2 Expenses. Reimbursement for travel or per diem to or from the Olympia, Washington area will not be authorized. Any travel associated with providing services under this contract is expected to be covered within the maximum compensation provided.

6. INVOICES AND BILLING PROCEDURES

6.1 Payments to Contractors for Navigator Program Services are contingent on the Contractor submitting properly completed, timely monthly progress reports to the HBE Navigator Program Manager. Contractor will use a report format prescribed by HBE. Upon HBE's approval of the Contractor's reports, HBE will prepare and submit a payment authorization to HBE Finance on behalf of the Contractor to initiate payments authorized under this contract. HBE Finance will generate payment to the Contractor. The Contractor will receive a copy of the payment authorization generated.

6.2 Invoices shall be submitted to WAHBE via email at finance@WAHBExchange.org. The first invoice submitted for payment must be accompanied by the Contractor's IRS Form W-9 – Request for Taxpayer Identification Number and Certification. Invoices must reference this contract number and provide detailed information as requested by WAHBE.

6.3 Payment to the Contractor for meeting specific enrollment targets will be made at the conclusion of the open enrollment period and will be generated upon validation of the *HPF* enrollments completed by Contractor and the Contractor's subcontractors in the Contractor's service area network.

6.4 If HBE fails to make timely payment, Contractor may invoice HBE one percent (1%) per month of the amount overdue or a minimum of one dollar (\$1.00). HBE's payment will not be considered late if payment is deposited electronically in Contractor's bank account or if a check or warrant is postmarked within forty-five (45) calendar days of the date of the HBE payment authorization to HBE Finance.

6.5 All deliverables must be submitted to the Project Manager, and must meet with the approval of the Project Manager or his/her designee prior to payment. The Project Manager is responsible for review of deliverables submitted and authorizing contractor payments, which such authorization shall not be unreasonably withheld. The review shall ensure the authorized amount is not exceeded and reviewed by the Finance Team to assure that the dollar limit established by this Contract will not be exceeded by the sum of all Work Orders executed.

6.6 Payment shall be considered timely if made by the Exchange within thirty (30) calendar days after receipt of properly completed invoices. Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to the EXCHANGE within 60 days after the Contract expiration date. Belated claims shall be paid at the discretion of the Exchange and are contingent upon the availability of funds.

6.7 Payment shall be sent to the address designated by the Contractor, unless the EXCHANGE has opted to use electronic fund transfer.

6.8 The Exchange may, in its sole discretion, terminate this Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

6.9 No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the EXCHANGE.

7. CONTRACT MANAGEMENT

7.1 The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager	For Contractor:	For HBE:
Name and Title	Anita Monoian President/Chief Executive Officer	Kelly Boston Associate Director of Outreach & Communication
Address	12 South 8th Street PO Box 2605	810 Jefferson Street PO Box 657
City, State, Zip	Yakima, WA 98907-2605	Olympia, WA 98507
Phone	(509) 574-5550	(360) 688-7747
Email	anita.monoian@ynhs.org	kelly.boston@wahbexchange.org

7.2 Notices. Any notice or other communication required to be given under this Contract shall be effective 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 (email), to the parties at the addresses and e-mail addresses provided in this Section.

8. ASSURANCES

The EXCHANGE and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

9. ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special terms and conditions as contained in this basic Contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Federal Certifications and Assurances
- Exhibit C – Statement of Work
- Exhibit D – Data Security Requirements
- Exhibit E – Nondisclosure Agreement
- Exhibit F – Outreach Plan
- Exhibit G – Enrollment Sites
- Exhibit H – Lead Organization Budget and Fund Allocation

EXHIBIT A - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "AGENT" shall mean the Chief Executive Officer (CEO) of the EXCHANGE, and/or the delegate authorized in writing to act on the CEO's behalf.
- B. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this Contract, and shall include all employees of the CONTRACTOR.
- C. "EXCHANGE" shall mean the Washington Health Benefit Exchange, any division, section, office, unit or other entity of the EXCHANGE, or any of the officers or other officials lawfully representing the EXCHANGE.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract or under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the EXCHANGE.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the EXCHANGE. HBE may assign this Contract to the Exchange Board established by chapter 43.71 RCW, or any public agency, commission, board, or the like, within the political boundaries of the State of Washington.

6. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney fees and costs.

7. BACKGROUND CHECKS

Due to the confidential nature of the information and materials which will be accessible to Contractor, HBE will require the Contractor to conduct a state and/or federal criminal background on Contractor Staff to be used to provide the Services. HBE reserves the right in its sole discretion to reject any propose Contractor Staff as a result of information produced by background check.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the EXCHANGE, or information that is considered personally identifiable information (P.I.I.), for any purpose not directly connected with its performance under or the administration of this contract, except with prior written consent of the EXCHANGE, or as may be required by law. For the purposes of this section, "Personally Identifiable Information" or "P.I.I." means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc.

9. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other government tribunal, the EXCHANGE may, in its sole discretion, by written notice to the CONTRACTOR terminate this Contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this Contract is terminated as provided above, the EXCHANGE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. The rights and remedies of the EXCHANGE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

10. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the EXCHANGE. The EXCHANGE shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the EXCHANGE effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

CONTRACTOR shall retain all patent, copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience (collectively, "Intellectual Property") owned or possessed by CONTRACTOR before the commencement of, or acquired by CONTRACTOR during or after, the performance of the services.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the EXCHANGE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the EXCHANGE.

The CONTRACTOR shall exert all reasonable effort to advise the EXCHANGE, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The EXCHANGE shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The EXCHANGE shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

11. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The EXCHANGE shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

13. DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and Contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) Contract Manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

14. DUPLICATE PAYMENT

The EXCHANGE shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the EXCHANGE or any other party under any other contract or agreement, for the same services or expenses.

15. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the EXCHANGE, the State, agencies of State and all officials, agents and employees of the EXCHANGE, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the EXCHANGE for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the EXCHANGE shall not be eliminated or reduced by any actual or alleged concurrent negligence of EXCHANGE or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the EXCHANGE and its officials, agents or employees.

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the EXCHANGE. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the EXCHANGE or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

18. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, EXCHANGE may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The EXCHANGE may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the EXCHANGE under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

19. INSURANCE

- 19.1. Upon execution of the Contract, and during the remaining term of this Contract, Contractor shall maintain in full force and effect, the insurance described in this section. Contractor 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, Contractor shall provide written notice of such to HBE within one Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may result in this Contract's termination.
- 19.2. 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. Employers Liability insurance covering the risks of Contractor'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;
 - c. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
 - d. Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$2 million per occurrence/\$4 million general aggregate; and Crime Coverage with a deductible not to exceed \$1 million, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.
- 19.3. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies shall name HBE as an additional insured on all general liability and umbrella policies.
- 19.4. Contractor's insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance. Contractor's insurance policies shall not be reduced in scope without HBE's prior written consent.
- 19.5. Contractor agrees to waive all rights of subrogation against HBE for losses arising from services performed by Contractor under this Contract.
- 19.6. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the HBE and shall include a severability of interests (cross-liability) provision.
- 19.7. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 19.8. Contractor shall furnish to HBE copies of certificates of all required insurance within 30 calendar days of this Contract's Effective Date, and copies of renewal certificates of all

required insurance within 30 calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section.

20. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

21. LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the AGENT.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the EXCHANGE. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

24. Non-Solicitation.

During the term of this Contract and for 12 months after any termination of this Contract, CONTRACTOR will not, without the prior written consent of the AGENT, either directly or indirectly, on CONTRACTOR'S own behalf or in the service or on behalf of others], solicit or attempt to solicit, divert or hire away any person employed by the EXCHANGE.

25. PRIVACY

Personal Identifiable Information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use Personal Identifiable Information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Identifiable Information without the express written consent of the Exchange or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the EXCHANGE for any damages related to the CONTRACTOR'S unauthorized use of personal information.

26. PUBLICITY

The CONTRACTOR agrees to submit to the EXCHANGE all advertising and publicity matters relating to this Contract wherein the EXCHANGE'S name is mentioned or language used from which the connection of the EXCHANGE'S name may, in the EXCHANGE'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the EXCHANGE.

27. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the EXCHANGE, personnel duly authorized by the EXCHANGE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

29. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the EXCHANGE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

30. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the EXCHANGE may terminate the Contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the EXCHANGE'S discretion under those new funding limitations and conditions.

31. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

32. SITE SECURITY

While on EXCHANGE premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the EXCHANGE. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Washington Health Benefit Exchange for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personally Identifiable Information without the express written consent of the Exchange or as provided by law.

34. SURVIVORSHIP

All license and purchase transactions executed and services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts 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 the sections titled; Confidentiality/Safeguarding of Information; Copyright Provisions; Incorporated Documents and Order of Precedence; Limitation of Liability; Publicity; Disputes; Records Maintenance, Vendor's Commitments; Vendor's Proprietary Information; and Warranties and Representations shall survive the termination of this Contract.

35. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

36. TERMINATION FOR CAUSE

In the event the EXCHANGE determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, the EXCHANGE has the right to suspend or terminate this contract. Before suspending or terminating the contract, the EXCHANGE shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The EXCHANGE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the EXCHANGE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the EXCHANGE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the EXCHANGE may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this Contract is so terminated, the EXCHANGE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION FOR FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the EXCHANGE may terminate this Contract without advance notice, subject to renegotiation under those new funding limitations and conditions.

39. TERMINATION PROCEDURES

Upon termination of this contract, the EXCHANGE, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the EXCHANGE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The EXCHANGE shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the EXCHANGE, and the amount agreed upon by the CONTRACTOR and the EXCHANGE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the EXCHANGE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the EXCHANGE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The EXCHANGE may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the EXCHANGE against potential loss or liability.

The rights and remedies of the EXCHANGE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

- A. Stop work under the Contract 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 the Contract that is not terminated;
- C. Assign to the EXCHANGE, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the EXCHANGE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the EXCHANGE and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to the EXCHANGE;

- F. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- G. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the EXCHANGE has or may acquire an interest.

40. TREATMENT OF ASSETS

- A. Title to all property furnished by the EXCHANGE shall remain in the EXCHANGE. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the EXCHANGE upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the EXCHANGE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the EXCHANGE in whole or in part, whichever first occurs.
- B. Any property of the EXCHANGE furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the EXCHANGE, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the EXCHANGE that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any EXCHANGE property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the EXCHANGE and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the EXCHANGE all property of the EXCHANGE prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

41. U.S. Department of Treasury, Office of Foreign Assets Control

The Exchange complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the Exchange does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Exchange will download the current OFAC SDN file and compare it to Exchange and statewide vendor files. In the event of a positive match, the Exchange reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the Contract according to the Termination for Convenience provision without making payment. The Exchange will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

42. CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that the Exchange is subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, the Exchange shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, the Exchange will notify the Contractor of the request and of the date that such records will be released to the requester unless the Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Exchange will release the requested information on the date specified.

43. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the EXCHANGE.

EXHIBIT B - 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. 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:

Carole Holland, CFO
 WA Health Benefit Exchange
 810 Jefferson Street (mailing address-PO Box 657, Olympia WA 98507)
 Olympia, WA 98501
 (360) 688-7720
 Fax: (360) 688-7332
 Email address: carole.holland@wahbexchange.org

- a. *Source of Funds:* Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.525, the full and complete terms and provisions of which are hereby incorporated into this agreement.

- b. *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 Washington 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 Sub-recipient/vendor until a written notice of approval is received from the Health Benefit Exchange.

- c. *Condition for Receipt of Health Benefit Exchange Funds:* Funds provided by Washington Health Benefit Exchange to the Sub-recipient/vendor under this agreement may not be used by the Sub-recipient/vendor as a match or cost-sharing provision to secure other federal monies.

- d. *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.

- e. **Federal Compliance:** The Sub-recipient/vendor 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.
- f. **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>

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

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 and the principal(s), defined as an officer, director or owner of the organization in accordance with 45 CFR Part 76, and its principles:

- 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 Health Benefit 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-recipient/vendors 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-recipient/vendors 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 CLEAN AIR ACT

By signing the certification, the undersigned certifies that the contracting organization will comply with all requirements, applicable standards, orders, and regulations contained in the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). The undersigned also acknowledges and that any violations after contract award must be reported to WAHBE and the Regional Office of the Environmental Protection Agency (EPA).

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <small>DocuSigned by:</small> <i>Anita Monoian</i></p>	<p>TITLE CEO</p>
<p><small>72FCE003B3A24FF</small> Please also print or type name: Anita Monoian</p>	
<p>ORGANIZATION NAME: (if applicable) Anita Monoian, CEO</p>	<p>DATE 7/27/2017</p>

EXHIBIT C – STATEMENT OF WORK**I. NAVIGATOR LEAD ORGANIZATION SERVICES****A. GENERAL RESPONSIBILITIES. Contractor Shall:**

1. Serve as the designated Lead Organization, maintaining a physical business location and ongoing presence in the service area in order to manage Navigator Program outreach and enrollment services and organize partners for their designated service area.
2. Provide a single point of contact and responsibility between the service area Navigators and HBE. Act as the liaison to HBE for all service area network partners and ensure network partners and Navigator staff receive timely information about HBE initiatives and changes pertinent to providing Navigator services.
3. Complete activities reflected in the Outreach Plan (Exhibit F). Changes to Outreach Plan shall be submitted in advance and subject to HBE approval.
4. Provide the Enhanced User support services to service area Navigators to troubleshoot, report application/enrollment or system issues to HBE and follow up with Navigators in the service Plan and coordinate service area-wide outreach to assure a coordinated and strategic approach and submit monthly outreach reports to HBE using HBE's report format.
5. Participate in HBE Navigator Program regular or ad hoc reporting activities, including submission of the monthly progress report in a format provided by HBE.
6. Develop a process for immediate notification to HBE regarding security, confidentiality and nondisclosure breaches by Navigators.
7. Maintain accurate lists of the Navigators and ensure HBE is provided timely notification about new or terminating Navigator staff.
8. Maintain accurate lists of network partners and provide HBE with timely notification about new or terminated partners.
9. Respond quickly and report to HBE on complaints or issues reported to HBE or the Lead Organization involving a Navigator or Navigator network partner.

B. NETWORK DEVELOPMENT AND SUPPORT. Contractor Shall:

1. Recruit, evaluate and select organizations in the service area that are best suited to accomplish this work and preferably have existing relationships with consumers likely to need assistance obtaining health care coverage or using the Washington *Healthplanfinder* system. Best suited to provide these essential services are organizations that interact regularly with individuals and families, have experience serving vulnerable and hard-to-reach populations, and have earned reputations for fairness and trustworthiness. The network needs to reflect organizations with relationships to groups likely to be eligible for both QHPs and WAH.
2. Act as the funding agent for paid network partners, if compensated. Develop and administer a subcontract compensating their paid, subcontracted network Navigator Organizations according to HBE guidelines. Subcontracts will include the compensation approach for paid network partner organizations. Ensure contracts with subcontractors contain the mandatory elements required by HBE.
3. If the Lead Organization includes unpaid partners in the network, the Lead Organization must maintain a written agreement with these partners approved by the Exchange that includes pertinent Navigator service expectations, especially pertaining to security, nondisclosure, and confidentiality.
4. The Lead Organization must provide the Navigator Program with a copy of all executed service area Navigator partner subcontracts and unpaid partner agreements within 60 days of contract execution.
5. Maintain a list of active Brokers in the service area to be shared with network partner organizations and Navigators. Ensure Navigator network organizations understand the HBE guidelines regarding referral to Broker resources.

6. Monitor network partner Navigator Program service delivery, enrollment volume, and integrity.

C. NAVIGATOR ADMINISTRATION. Contractor Shall:

1. Ensure Navigator staff of the Lead Organization and network partner organizations complete required Navigator Program and HBE attestations, have a current background check with no disqualifying crimes, and participate in HBE required Navigator training and certification processes.
2. Submit names of Navigator candidates qualified for certification following HBE procedures.
3. Ensure Navigator background checks are completed at least once every 24 months and no disqualifying crimes are present. Contractor shall prohibit staff from providing services under his contract if a disqualifying crime is present on their background check.
4. Collect and retain signed attestation and non-disclosure forms for all navigators within 30 days of contract execution.
5. Ensure Navigator services are available and accessible to service area residents by trained and certified Navigators. Assure Navigators deliver the full range of application, consumer education, and enrollment services in-person; at no cost to consumers; use the Washington *Healthplanfinder* to record consumer applications; provide language support and disability access without cost to the consumer.
6. Provide periodic forums for Navigators to network and receive updates.
7. Establish and maintain a consumer complaint resolution process and inform consumers about their complaint resolution options beyond the consumer’s Navigator.

D. NAVIGATOR LEAD ORGANIZATION SERVICES PAYMENT SCHEDULE. Contractor shall receive payment per the following:

1. Contractor’s overall award = **\$159,052.00**
2. Contract navigator service delivery portion of overall award is **\$135,194.00**; 11 equal monthly installments = **\$12,290.36** per month. If, due to a delay in contract execution, the contract period is less than 11 months, the monthly installment amount will be recalculated using the number of contract months remaining.
3. QHP enrollment maximum incentive is **\$23,858.00**. The Contractor’s target and corresponding maximum incentive payment for each county is as follows:

County	QHP Target	Maximum Incentive Payment
Kittitas	369	\$2,073
Yakima	1,672	\$21,785
Total	2,041	\$23,858

E. PAYMENT TERMS.

1. Monthly compensation: Contractor will be paid 85% of overall contract award in 11 equal monthly installments upon receipt and acceptance of the Contractor’s monthly progress reports. Upon acceptance, the HBE Navigator Program will initiate a Contractor payment authorization for HBE Finance each month. HBE Finance will use the payment authorization to release payment to the Contractor.
2. QHP Enrollment Incentive: Contractor will be paid 15% of overall contract award:
 - a. For performance against the QHP enrollment target for each county. Enrollments that are counted towards the Contractor’s enrollment target are: (1) new Qualified Health Plan enrollments (plan is selected and confirmed) and (2) Qualified Health Plan renewals (plan selected and confirmed) that are navigator-assisted.
 - b. The enrollment target incentive payment is paid once at the conclusion of open enrollment and when enrollment data has been validated by HBE.

- c. Enrollment target incentive payments are prorated based on the percentage of target met.

F. CONTRACTOR KEY STAFF.

The following are designated as Contractors' key staff for the delivery of services under this Contract. Any substitution of key staff must be approved, in advance, by the EXCHANGE.

- Sandra Velasquez - Healthplanfinder Coordinator (50%)
- Alex Cordova – Enhanced User (50%)
- Cristella Martinez – Enhanced User (50%)
- Mary Diaz – Enhanced User (50%)
- Rhonda Hauff - Operating Officer/Deputy CEO (0% - administrative oversight provided in-kind)

EXHIBIT D – DATA SECURITY REQUIREMENTS

1. Definitions.
 - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access EXCHANGE Confidential Information.
 - b. “Hardened Password” means a string of at least eight characters including 1 upper case, 1 lower case, one number and 1 special character (i.e., nonalphanumeric characters). The administrator and privileged user password must change every 60 days and other user password once every 90 days. Previous 6 consecutive passwords cannot be reused. The passwords must not allow User IDs, First Name or the last name of the user. “Transmitting” means the transferring of data electronically, such as via email.
 - c. “Transmitting” means the transferring of data electronically, such as via email.
 - d. “Transporting” means the physical transferring of data that has been stored.
 - e. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
2. Data Transmitting. When transmitting EXCHANGE Confidential Information electronically, including via email, the Data shall be protected by:
 - a. Transmitting the Data within the (State Governmental Network) SGN, Health Benefit Exchange network or Contractor’s internal network, or;
 - b. Encrypting any Data that will be transmitted outside the SGN or Contractor’s internal network with 128-bit Advanced Encryption Standard (AES) encryption or better. This includes transit over the public Internet.
3. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. Hard disk drives. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provides equal or greater security, such as biometrics or smart cards. The data on the drive will only be accessible to authenticated individuals that need to access it. That is, the data will be secured on the disk in such a way that other authenticated individuals that do not need access to the data will not have the ability to access it. Workstations with sensitive data stored on them will be tracked and their movements documented until the sensitive data is removed from the workstation. When the data is removed the date of its removal and method of its removal will be documented. Hard drives that have contained sensitive data will be wiped with a method that will render the deleted information irretrievable.
 - b. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or

smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For EXCHANGE Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives and which will not be transported out of a secure area. Sensitive or Confidential Data provided by HBE on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections shall be encrypted with 128-bit AES encryption or better. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access EXCHANGE Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers and which will not be transported out of a secure area. Data provided by HBE on optical discs which will be attached to network servers shall be encrypted with 128-bit AES encryption or better. Access to Data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has been authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. Paper documents. All paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. Access via remote terminal/workstation over the State Governmental Network (SGN) or WA Health Benefit Exchange network (EXCHANGE Network). Data accessed and used interactively over the SGN or EXCHANGE Network. Access to the Data will be controlled by EXCHANGE staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor shall have established and documented access termination procedures for existing staff with access to EXCHANGE Data. These procedures shall be provided to EXCHANGE staff upon request. The Contractor will notify EXCHANGE staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employment of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.
- g. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the Internet. Access to the Data will be controlled by EXCHANGE staff who will issue remote access authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will

notify EXCHANGE staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.

h. Data storage on portable devices or media.

(1) EXCHANGE Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the Data shall be given the following protections:

- (a) Encrypt the Data with a key length of at least 128 bits using an industry standard algorithm (e.g., AES, *Twofish*, *RC6*, etc.)
- (b) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically protect the portable device(s) and/or media by

- (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
- (2) When being transported outside of a secure area, portable devices and media with confidential EXCHANGE Data must be under the physical control of contractor staff with authorization to access the Data.
- (3) Portable devices include any small computing device that can be transported. They include, but are not limited to; handhelds/PDAs/phones, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), and laptop/notebook/tablet computers.
- (4) Portable media includes any Data storage that can be detached or removed from a computer and transported. They include, but are not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), USB drives, or flash media (e.g. CompactFlash, SD, MMC).

4. Data Segregation.

- a. EXCHANGE Data must be segregated or otherwise distinguishable from non-EXCHANGE Data. This is to ensure that when no longer needed by the contractor, all EXCHANGE Data can be identified for return or destruction. It also aids in determining whether EXCHANGE Data has or may have been compromised in the event of a security breach.
- b. EXCHANGE Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-HBE Data. Or,
- c. HBE Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to HBE Data. Or,

- d. HBE Data will be stored in a database which will contain no non-HBE Data. Or,
 - e. HBE Data will be stored within a database and will be distinguishable from non-HBE Data by the value of a specific field or fields within database records. Or,
 - f. When stored as physical paper documents, HBE Data will be physically segregated from non-HBE Data in a drawer, folder, or other container.
 - g. When it is not feasible or practical to segregate HBE Data from non-HBE Data, then both the HBE Data and the non-HBE Data with which it is commingled must be protected as described in this exhibit.
5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in 2.b above, Data shall be returned to the HBE or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character Data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential Data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding by a method that renders the Data unreadable, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or cutting/breaking into small pieces.
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. Notification of Compromise or Potential Compromise. The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the HITECH Act of ARRA 209. The Contractor shall provide HBE staff of such policy upon request. The compromise or potential compromise of HBE shared Data must be reported to the HBE Contact designated on this Contract within one (1) business day of discovery.
7. Data shared with Sub-contractors. If HBE Data provided under this Contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all of the Data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the subcontractor cannot protect the Data as stated within this Contract, then the contract with the sub-contractor must be submitted to the HBE Contact Services for review and approval.

**EXHIBIT E – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
For Navigator Organizations**

This Confidentiality and Nondisclosure Agreement (“Agreement”) is entered into by and between the Washington Health Benefit Exchange, (“HBE”), and the Navigator Organization named in the signature block (“Recipient”).

This Navigator Organization is a subcontractor or agent of [Contractor 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. HBE 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 the HBE or the HBE’s contractors.

Confidential Information may be in tangible or intangible form. HBE’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 (i) 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 HBE, 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 HBE and that Recipient could be subject to litigation and required to indemnify, and hold HBE 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 Thurston 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 Washington Health Benefit Exchange as a Contractor, subcontractor or agent of [Contractor's Name] or Health Benefit Exchange.

WASHINGTON HEALTH BENEFIT EXCHANGE		RECIPIENT	
DocuSigned by: <i>Michael Marchand</i>		DocuSigned by: <i>Anita Monoian</i>	
	7/27/2017		7/27/2017
<small>5FEFB30B319440Z...</small> Signature	Date	<small>7255E002B3A24EF...</small> Signature	Date
Michael Marchand	Chief Marketing Officer	Anita Monoian	CEO
Print or Type Name and Title		Print or Type Name and Title	
		Anita Monoian, CEO	
		Organization/Firm/Vendor Name	

Individual Navigators must complete HBE Attestations as a part of their Certification Process. These attestations pertain to: Confidentiality and Non-Disclosure, Code of Ethics, Conflict of Interest Standards and Conflict of Interest Disclosure.

EXHIBIT F – OUTREACH PLAN**COUNTY: YAKIMA****A. TARGET GROUPS IN THIS COUNTY**

Target group	Est. size of this group	Methods/information used to identify the target group
Hispanic/Latina	47.1% of population	Census/American Fact Finder
Agricultural workers	27.7% of employed	Employment Security
Self-employed	3.5% of employed	Census/ Statistical Atlas
Homeless	2% of population	Annual Point in Time Count

B. OUTREACH EVENTS OR ACTIVITIES PLANNED IN THIS COUNTY

MONTH	Describe specific event/activity to be conducted	City/ Community	Site/Venue
OCTOBER	Outreach and enrollment each Saturday in October	Yakima	Farmer's Market
	Outreach and enrollment	Granger	Farmer's Market
	Outreach & enrollment every Monday in October	Yakima	DSHS Office
	Information dissemination via Spanish Language radio	Granger	Radio KDNA
NOVEMBER	Information dissemination via Spanish Language radio	Granger	Radio KDNA
	Outreach & enrollment every Monday in November	Yakima	DSHS Office
	MLK Resource Fair	Yakima	Henry Beauchamp Community Center
	Coordinated Care Baby Shower – English	Yakima	Yakima Valley Memorial Hospital
	Coordinated Care Baby Shower-Spanish	Yakima	Yakima Valley Memorial Hospital
	Parent Night	Yakima	Harrah Elementary School
	Mobile Food Bank	Yakima	Food bank
DECEMBER	Information dissemination via Spanish Language radio	Granger	Radio KDNA
	Outreach & enrollment every Monday in December	Yakima	DSHS Office
JANUARY	Information dissemination via Spanish Language radio	Granger	Radio KDNA
	Outreach & enrollment every Monday in January	Yakima	DSHS Office
	Wapato Middle School Health Fair	Wapato	Wapato Middle School
	MLK Day Peace March	Yakima	Downtown Yakima

MONTH	Describe specific event/activity to be conducted	City/ Community	Site/Venue
JANUARY	Project Homeless Connect	Toppenish	Heritage University
	Project Homeless Connect	Sunnyside	St. Joseph's Church
	Project Homeless Connect	Yakima	Henry Beauchamp Community Center
	College student outreach & enrollment	Toppenish	Heritage University
	Migrant Health training	Yakima	ESD 105

COUNTY: KITTITAS**A. TARGET GROUPS IN THIS COUNTY**

Target group	Est. size of this group	Methods/information used to identify the target group
Accommodation & Food Service Workers (low wage workers)	18.2% of employed	Employment Security
Hispanic/Latina	8.5% of population	Census/American Fact Finder

B. OUTREACH EVENTS OR ACTIVITIES PLANNED IN THIS COUNTY

MONTH	Describe specific event/activity to be conducted	City/ Community	Site/Venue
OCTOBER	Enrollment Event	Ellensburg	Food Bank
NOVEMBER	Enrollment Event	Ellensburg	Food Bank
DECEMBER	Enrollment Event	Ellensburg	Food Bank
	Enrollment Event	Ellensburg	CHCW
	Enrollment Event	Ellensburg	Free Clinic
JANUARY	Enrollment Event	Ellensburg	Senior Center
	Enrollment Event	Cle Elum	Senior Center
	Project Homeless Connect	Cle Elum	Putnam Centennial Center
	Project Homeless Connect	Ellensburg	CWU Student Medical & Counseling Clinic

EXHIBIT G – ENROLLMENT SITES**A. Enrollment sites in YAKIMA County:**

Organization name	Yakima Neighborhood Health Services
Address where navigator services are delivered	12 South 8th St, Yakima WA 98902
Full service or limited availability (if limited, explain availability of navigator assistance)	Full service
Business days and hours	M-F 7:45am-6:30pm; Sat 8:30am-6:00pm
Public phone number	509 454-4143
Number of navigators	7
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization site
Organization name	Yakima Neighborhood Health Services-Hinman
Address where navigator services are delivered	610 Yakima Avenue, Yakima 98901
Full service or limited availability (if limited, explain	Full Service
Business days and hours	M- F 8:00 am-5:00pm
Public phone number	509 454-4143
Number of navigators	3
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization site
Organization name	Yakima Neighborhood Health Services- Sunnyside
Address where navigator services are delivered	617 Scoon Road, Sunnyside WA
Full service or limited availability (if limited, explain	Full Service
Business days and hours	M-F 8:00am-6:00pm; Sat 8:30am-6:00pm
Public phone number	509 837-8200
Number of navigators	4
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization site
Organization name	Yakima Neighborhood Health Services - Granger
Address where navigator services are delivered	111Main Street, Granger WA
Full service or limited availability (if limited, explain	Full Service
Business days and hours	M-F 9:00am – 6:00 pm
Public phone number	509 317-2182
Number of navigators	2
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization site
Organization name	Yakima Neighborhood Health Services - Sunnyside
Address where navigator services are delivered	2685 East Lincoln Ave., Suite E, Sunnyside WA
Full service or limited availability (if limited, explain	Full Service
Business days and hours	M-F 8:00 am – 6:30pm
Public phone number	509 515-0580
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization site

Organization name	Yakima Neighborhood Health Services- SE Yakima Community Center
Address where navigator services are delivered	1211 South 1 St., Yakima WA
Full service or limited availability (if limited, explain availability of navigator assistance)	Full service
Business days and hours	M & F 8:00am – 5:00pm; T & Th 8:00am–6:00pm
Public phone number	509 853-2372
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization site
Organization name	Yakima Neighborhood Health Services @ Comprehensive Healthcare
Address where navigator services are delivered	402 S. 4 th Street
Full service or limited availability (if limited, explain)	Full service
Business days and hours	T & Th 8:00 am – 6:00 pm W 8:00am -12:00 noon
Public phone number	509 575-5553
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization site
Organization name	Yakima Neighborhood Health Services- Neighborhood Connections
Address where navigator services are delivered	102 South Naches Ave., Yakima WA
Full service or limited availability (if limited, explain)	Full Service
Business days and hours	M-F 7:30am–6:00pm
Public phone number	509 834-2098
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization site
Organization name	Yakima Neighborhood Health Services- Homeless Resource Center (The Depot)
Address where navigator services are delivered	602 East Yakima Ave., Yakima WA
Full service or limited availability (if limited, explain)	Full Service
Business days and hours	M-F 9:00am–5:00pm
Public phone number	509 249-6232
Number of navigators	2
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization site
Organization name	Yakima Neighborhood Health Services – Mobile Unit
Address where navigator services are delivered	Varies
Full service or limited availability (if limited, explain)	Full Service
Business days and hours	M-F 9:00am– 5:00 pm
Public phone number	509 515-0585
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC & Lead Organization Site
Organization name	Community Health of Central Washington
Address where navigator services are delivered	1806 W. Lincoln Ave., Yakima 98902
Full service or limited availability (if limited, explain)	Full service
Business days and hours	M-F 8:00am–7:30pm
Public phone number	509 452-4520

Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Community Health of Central Washington- Pediatric Clinic
Address where navigator services are delivered	314 11 Ave.; Yakima 98902
Full service or limited availability (if limited, explain availability of navigator assistance)	Full Service
Business days and hours	M-F 8:00am -5:00pm
Public phone number	509 575-0114
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Community Health of Central Washington- Naches
Address where navigator services are delivered	102 East 2nd St., Naches 98937
Full service or limited availability (if limited, explain)	Full Service
Business days and hours	M-F 8:30am - 5:00pm
Public phone number	509 653-2235
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Community Health of Central Washington- Highland
Address where navigator services are delivered	915 Wisconsin Avenue, Tieton WA 98947
Full service or limited availability (if limited, explain)	Full Service
Business days and hours	M-F 8:00am-5:00 pm
Public phone number	509 673-0044
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic
Address where navigator services are delivered	602 East Nob Hill Blvd., Yakima 98901
Full service or limited availability (if limited, explain)	Full Service
Business days and hours	M-F 7:30am - 8:00pm; Sat 9:00am - 4:00pm
Public phone number	509 248-3334
Number of navigators	4
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic-Lincoln Ave
Address where navigator services are delivered	2205 W. Lincoln Avenue, Yakima 98902
Full service or limited availability (if limited, explain)	Full Service
Business days and hours	M-F 7:30am- 7:00 pm
Public phone number	509 575-1234
Number of navigators	2
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC

Organization name	Yakima Valley Farmworkers Clinic-Children's Village
Address where navigator services are delivered	3801 Kern Road, Yakima 98902
Full service or limited availability (if limited, explain)	Full service
Business days and hours	M-F 8:00am- 5:00pm
Public phone number	509 574-3200
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic- Grandview
Address where navigator services are delivered	1000 Wallace Way, Grandview 98930
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M-F 7:30 am-8:00pm
Public phone number	509 882-3444
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic-Mountainview
Address where navigator services are delivered	240 Division St., Grandview 98930
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M-F 7:45am -5:00 pm
Public phone number	509 882-4700
Number of navigators	3
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic –Granger
Address where navigator services are delivered	115 Sunnyside Ave., Suite A, Granger 98932
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M-Sat 9:00am –7:00pm
Public phone number	509 865-6450
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic-Sunnyside
Address where navigator services are delivered	2680 Yakima Valley Hwy, Suite B, Sunnyside 98944
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M-F 8:45 am – 8:00 pm; Sat 8:45 am- 5 pm
Public phone number	509 839-3000
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic-Toppenish
Address where navigator services are delivered	510 West 1 st , Toppenish 98948
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M-F 7:30am – 8:00pm; Sat 9:00am -4:00pm
Public phone number	509 865-5600
Number of navigators	8
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC

Organization name	Yakima Valley Farmworkers Clinic- NW Community Action Center
Address where navigator services are delivered	706 Rentschler Lane, Toppenish 98948
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M-F 8:00am-5:00pm
Public phone number	509 865-7630
Number of navigators	4
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic-Behavioral Health
Address where navigator services are delivered	918 East Mead Ave., Yakima 98903
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M -Th 8:00am -6:00pm;F 8:00am-5:30pm
Public phone number	509 453-1344
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic-Behavioral Health
Address where navigator services are delivered	307 South 1st Avenue, Suite 4B, Yakima 98902
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M-F 8:00am-5:00pm
Public phone number	509 575-8457
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic-YV Tech Dental
Address where navigator services are delivered	1120 S. 18th Street, Yakima 98901
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M -F 8:30 am-5:30pm
Public phone number	509 573-5530
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Yakima Valley Farmworkers Clinic-Memorial WIC
Address where navigator services are delivered	218 S. 29th Avenue, Yakima 98902
Full service or limited availability (if limited, explain)	Limited to own patients
Business days and hours	M, Th, F 8:00- 12 noon, 1:00- 5:00pm; TW 8-12:00 & 1-5
Public phone number	509 576-0146
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	FQHC
Organization name	Comprehensive Healthcare
Address where navigator services are delivered	402 S. 4th Street, Yakima 98902
Full service or limited availability (if limited, explain)	Limited service – focus on own new patients without
Business days and hours	M –F 8:00- 5:00 pm
Public phone number	509 575-4084
Number of navigators	1
Languages spoken by navigators (other than English)	none
Reason for selecting this organization	Access to mental health clients that may lack insurance

Organization name	Comprehensive Healthcare
Address where navigator services are delivered	201 S. 2 nd Avenue, Yakima 98902
Full service or limited availability (if limited, explain)	Limited service-focus on own new patients without
Business days and hours	M-F 8:00 am-5 pm
Public phone number	509 317-2839
Number of navigators	1
Languages spoken by navigators (other than English)	none
Reason for selecting this organization	Access to mental health clients that may lack insurance
Organization name	MedData @Virginia Mason Memorial
Address where navigator services are delivered	2811 Tieton Drive, Yakima 98902
Full service or limited availability (if limited, explain)	Limited to hospital patients only
Business days and hours	M-F 8:00am – 9:00 pm
Public phone number	509 575-8799
Number of navigators	3
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	Access to ER patients who lack health insurance
Organization name	Eligibility Screening Services @Toppenish Community Hospital
Address where navigator services are delivered	502 W 4 th Avenue, Toppenish 98948
Full service or limited availability (if limited, explain)	Full Service
Business days and hours	M-Th 8:00 am-5:30pm; Fri 8:00am – 12:00 pm
Public phone number	509 865-1690
Number of navigators	2
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	Access to ER patients who lack health insurance
Organization name	Eligibility Screening Services @ Yakima Regional Medical Center
Address where navigator services are delivered	110 S. 9 th Avenue, Yakima 98902
Full service or limited availability (if limited, explain)	Full Service
Business days and hours	M-F 8:00am-4:30pm
Public phone number	509 454-6339
Number of navigators	2
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	Access to ER patients who lack health insurance
Organization name	Sunnyside Community Hospital
Address where navigator services are delivered	1016 Tacoma Avenue, Sunnyside 98944
Full service or limited availability (if limited, explain)	Full service
Business days and hours	M-F 8:00am-4:30pm
Public phone number	509 837-1500 Ext. 1591
Number of navigators	6
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	Access to ER clients that lack health insurance

B. Enrollment sites in KITTITAS County:

Organization name	Kittitas County Health Department
Address where navigator services are delivered	507 N. Nanum St., Suite 102, Ellensburg 98926
Full service or limited availability (if limited, explain availability of navigator assistance)	Full Service
Business days and hours	M-F 9:00 am- 5:00pm
Public phone number	509 962-7515
Number of navigators	3
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	Strengthen coverage & outreach to remote areas of county
Organization name	Community Health of Central Washington
Address where navigator services are delivered	521East Mountain View Ave., Ellensburg 98926
Full service or limited availability (if limited, explain)	Full service
Business days and hours	M-S 7:00am- 7:00 pm
Public phone number	509 962-1414
Number of navigators	1
Languages spoken by navigators (other than English)	Spanish
Reason for selecting this organization	Only FQHC in Kittitas County

EXHIBIT H – LEAD ORGANIZATION BUDGET AND FUND ALLOCATION

I. Lead Organization

Budget Categories	Cost	In-Kind	Comments
Administrative Fee	0	0	
Project management/administration staff: salaries, benefits and other employee costs	31,715	36,735	1 FTE, 54% HRSA
Enhanced User(s) : salaries, benefits, other	16,000	80,000	3 FTEs, 83% HRSA
Navigator staff: salaries, benefits, other	27,834	4,166	1 FTE, 13% HRSA
Supplies/equipment		2,000	Printing
Travel/transportation		600	Travel to various event venues
Outreach expenses		20,000	Media, Promotion & Registration Fees
Network partner organization allocation total	83,502		Each of the three network partners will receive \$27,834 each, with 15% of this amount subject to enrollment incentives (\$4,175)
Total Contact Costs	\$159,051	\$143,501	

II. Navigator Partner Organization Allocations

Name of Navigator Partner Organizations	Amount Allocated	QHP Enrollment Target
Yakima Neighborhood Health Services – Lead Organization	75,549	511
Community Health of Central Washington	27,824	510
Yakima Valley Farmworkers Clinic	27,824	510
Kittitas County Public Health	27,824	510
Total Allocations	\$159,051	2,041

EXHIBIT I – LIST OF DISQUALIFYING CRIMES

RCW 9A.04.040 - Classes of Crimes

(1) An offense defined by this title or by any other statute of this state, for which a sentence of imprisonment is authorized, constitutes a crime. Crimes are classified as felonies, gross misdemeanors, or misdemeanors.

(2) A crime is a felony if it is so designated in this title or by any other statute of this state or if persons convicted thereof may be sentenced to imprisonment for a term in excess of one year. A crime is a misdemeanor if it is so designated in this title or by any other statute of this state or if persons convicted thereof may be sentenced to imprisonment for no more than ninety days. Every other crime is a gross misdemeanor.

RCW 9A.20.010 - Classification and Designation of Crimes

Classified Felonies:

(1) The particular classification of each felony defined in Title 9A RCW is expressly designated in the section defining it.

(2) For purposes of sentencing, classified felonies are designated as one of three classes, as follows: (i) Class A felony; or (ii) Class B felony; or (iii) Class C felony.

Crimes:

A person who has a felony crime listed below will be denied access to Healthplanfinder:

- Burglary
- Counterfeiting
- Extortion1
- Extortion 2
- Fraud and Swindles
- Forgery
- Identity Theft
- Money Laundering

A person who has a felony crime listed below will have an overall assessment of the person's character, competence, and suitability to determine if they will have access to Healthplanfinder:

- Assault 1
- Assault 2
- Assault 3 Domestic Violence
- Assault 3 not Domestic Violence
- Assault of a child
- Coercion of Involuntary Servitude
- Custodial Assault
- Dealing in depictions or minor engaged in sexual explicit conduct
- Domestic Violence
- Drive by shooting
- Homicide by abuse
- Leading organized crime

- Malicious mischief Domestic Violence
- Manslaughter
- Murder/Aggravated Murder
- Rape
- Rape of a child
- Residential burglary
- Robbery
- Sabotage
- Sexual exploitation of a minor
- Sexual misconduct of a minor
- Theft
- Use of a machine gun in a felony
- Vehicular homicide
- Violation of the Imitation Controlled Substance Act (manufacture/deliver/intent)
- Violation of the Uniform Controlled Substance Act (manufacture/deliver/intent)
- Violation of the Uniform Legend Drug Act (manufacture/deliver/intent)
- Violation of the Uniform Precursor Drug Act (manufacture/deliver/intent)

Pending Crime: A person who has a pending crime on list is denied access to Healthplanfinder while awaiting a decision by a court, administrative entity, or government entity. Upon conviction or acquittal by the court, the list is applied.

Attempt: RCW 9A.28.020

Conspiracy RCW 9A.28.030; and Solicitation RCW 9A.28.040: These crimes appear with a listed crime, such as Burglary. When the crime of attempt, conspiracy, or solicitation appears in conjunction with a crime on this list, is treated the same as the listed crime.