



WAHBE NETWORK PARTNER NAVIGATOR SERVICES COOPERATIVE AGREEMENT

The following is a Cooperative Agreement ("Agreement") dated as of July 1, 2025 ("Effective Date") by and between and **Organization Name As Appears On W9**, DBA **DBA Name If Applicable** ("Network Partner") and Better Health Together ("BHT") to provide Navigator Services (as defined below) for the purpose of enrolling individuals in the Washington Health Benefit Exchange ("WAHBE") for expanded Medicaid or a Qualified Health Plan ("QHP").

BHT is a Washington State non-profit corporation which administers Contract HBE-617 (the "Master Contract") with the WAHBE for the purpose of providing Lead Navigator Organization Services; and

BHT desires to establish a broad-based network of cooperating organizations that desires to enroll as many persons as possible into Medicaid and/or QHPs (the "Navigator Network"); and will provide certain enrollment-related services of benefit to the cooperating organizations as a result of its experience and relationship with the WAHBE.

The Network Partner also desires to enroll as many persons as possible for insurance coverage and will utilize certain staff for such purposes ("Navigator Partner Staff"). The Network Partner acknowledges and receives a benefit from participating in a regional network of organizations whose purpose is also to maximize enrollment under the Affordable Care Act ("ACA"); and

If a Network Partner wishes to access one or more of the services that BHT will be providing (listed in the Agreement), there will be no cost. These services include enrollment procedures; information about enrollment and outreach best practices; data and reporting to understand and reshape how enrollment activity is proceeding; and assistance with shared organizational work flows to maximize enrollment throughput and efficiency.

This Agreement is contingent upon and subject to BHT receiving approval from WAHBE for each Network Partner. Network Partner is considered a Subcontractor of BHT under the Master Contract. All capitalized terms that are not otherwise defined in this Agreement will have the meanings ascribed to them in the Master Contract.

If agreed upon, partners will enter into the following Agreement for Navigator Services as follows:

1. Definitions

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

"Breach" means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

“Business Days and Hours” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by WAHBE.

“Centers for Medicare and Medicaid Services” or “CMS” means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

“CFR” means the Code of Federal Regulations. All references in this Agreement to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.ecfr.gov/>.

“Claim” 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.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other federal or state laws including, but not limited to, Personal Information and Personally Identifiable Information (PII).

"Contractor" or "Lead Navigator Organization" means the firm, provider, organization, individual or other entity performing Deliverables under Contract HBE-617, including all employees of the Contractor. In the case of this Agreement, these terms refer to BHT.

“Contractor Technology” means intellectual property owned by Contractor prior to the Effective Date of this Contract or developed and owned by Contractor outside the scope of this Contract (including modifications, enhancements, or improvements thereto), including Contractor’s proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines.

"Damages" means a concession or monetary payment agreed by the parties which are due by the party who breaches all or part of the Agreement.

“Deliverable” means any tangible or intangible good or service produced as a result of this Agreement. Also referred to as “Work Products”, “Materials”, or “Services”.

“Effective Date” means the date this Agreement takes effect or becomes operative and enforceable.

“Enhanced User” means a Navigator who has HPF access with increased permission and functionality. Their role is to support Navigators within the service area who have questions, experience system issues, or who have account problems during the application and enrollment process.

“HPF” means Washington Healthplanfinder, WAHBE’s online marketplace for individuals, families, and small businesses to find, compare, and enroll in Qualified Health and Dental Plans, as well as enroll in Washington Apple Health (Medicaid).

“Learning Management System” means the online system used by WAHBE to enroll and conduct Navigator training via online videos and tests, to conduct required quarterly training for all Navigators, and to house resource documents.

“Navigator” means an individual who is trained and able to help consumers look for health care coverage options through Washington Healthplanfinder. Navigators are required to be unbiased and help consumers complete eligibility and enrollment forms. Navigator services are free to consumers.

“Navigator Partner Staff” means a Navigator employed by the Network Partner.

“Network Partner” and “Partner Organization” means a third party with whom a Lead Navigator Organization subcontracts to provide Navigator services.

“Navigator Services” or “Services” means application and enrollment services and support provided to the State of Washington’s health insurance marketplace (WAHBE) customers by Navigators. These services include:

- Delivering one-on-one, in-person, and virtual enrollment assistance to individuals seeking healthcare coverage.
- Explaining the application process, entering applications into HPF, and explaining eligibility results.
- Facilitating enrollment in both QHPs/QDPs and Washington Apple Health (Medicaid).
- Providing education so that customers understand the requirements and responsibilities related to their coverage.
- Completing training and exams to achieve certification prior to delivering services, and on an ongoing basis to retain certification.
- Delivering all services in accordance with the Navigator Program Standards established by the ACA.

“QDP” means Qualified Dental Plan, a dental insurance plan that has been certified by Washington Healthplanfinder. QDPs provides essential benefits, follows established limits

on cost-sharing (such as deductibles, co-payments, and out-of-pocket maximum amounts), and meets other requirements.

“QHP” means Qualified Health Plan, a health insurance plan that has been certified by Washington Healthplanfinder. QHPs provides essential benefits, follows established limits on cost-sharing (such as deductibles, co-payments, and out-of-pocket maximum amounts), and meets other requirements.

“Service Area” means the county or counties in which a Lead Organization is contracted to provide Navigator services.

"Subcontractor" means one who is not in the employment of the Contractor and who is performing all or part of those services under this Agreement or under a separate agreement with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

“WAHBE” means the Washington Health Benefit Exchange, any division, section, office, unit, or other entity of WAHBE, or any of the officers or other officials lawfully representing WAHBE.

“WAHBE Technology” means materials, data and intellectual property owned by WAHBE prior to the Effective Date of this Agreement or developed and owned by WAHBE outside the scope of this Agreement (including modifications, enhancements, or improvements thereto), including WAHBE’s methodologies, project management, documentation, data and analysis, and other tools, procedures, processes, techniques, data models, templates, and software tools, utilities, and routines.

2. Obligations.

- a. BHT Obligations. As the Lead Navigator Organization under the Master Contract, BHT shall:
 - i. Provide Navigator Network formation and coordination;
 - ii. Manage communication between Navigator Network, including Network Partner, and WAHBE;
 - iii. Have on staff at least one (1) Enhanced User to provide system and user support to Navigator Partner Staff in real time during regular business hours.
 - iv. Participate in monthly conference calls with the Navigator Network, including Network Partner, to address overall process and implementation issues related to implementation of the WAHBE and the ACA;
 - v. Provide required process and systems training for Navigator Network staff, including Navigator Partner Staff;

- vi. Train Navigators to deliver culturally and linguistically appropriate services and how to assist individuals who speak limited English.
 - vii. Provide access to the certification examination for Navigator Network staff, including Navigator Partner Staff, that satisfies standards set forth by WAHBE and 45 CFR 155.210;
 - viii. Conduct background checks for all Navigators in their awarded Service Area.
 - ix. When BHT's budget and staff capacity allows, assist with outreach and marketing, which may include: templates for marketing and outreach materials, assistance with outreach events, co-coordination of outreach events, and media outreach;
 - x. Implement schedules for training and reporting;
 - xi. Develop formats for required data collection and reporting;
 - xii. Monitor and report enrollment data for regional and individual Navigator Network organizations, including Network Partner, as required by WAHBE; and
 - xiii. Actively participate in identifying which populations remain uninsured and strategies for reaching such individuals.
- b. Network Partner Obligations. As a member of the Navigator Network, Network Partner shall:
- i. Provide the personnel and all materials and resources necessary for the performance of the Navigator Services and Deliverables listed herein;
 - ii. Assure that Navigator Network staff complete all required Learning Management Systems training;
 - iii. Appoint a contact person at the organization for matters concerning the Navigator Network program (see Section 5: Program Contacts);
 - iv. Assure that all Network Partner Staff have completed the required 4-N-1 Attestation Form verifying that they meet established credentials and qualifications, including: completion of required training and Navigator certification, completed background check and confidentiality statement, and acknowledgement of a conflict-of-interest statement; and
 - v. Comply with all applicable security standards, practices, laws and procedures related to the information processed in the Washington Healthplanfinder. Exhibit B sets forth the data security and reporting requirements which is attached hereto and incorporated herein.
 - vi. Provide information to consumers in plain language in a manner that is culturally and linguistically appropriate to the needs of the population being served and accessible and timely to individuals living with disabilities in accordance with federal regulations including, but not limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Section 1557 of the ACA, and 45 C.F.R. §§ 155.205, 155.210. Network Partner shall assist consumers in a location and in a manner that is physically and otherwise accessible to individuals with disabilities.

- vii. Provide BHT with any information or documentation covered under the terms of this Agreement.

3. Deliverables. The following are requirements of the Network Partner.

<u>Network Agreements</u>	<u>Due Date</u>
Sign Cooperative Agreement between BHT and Network Partner	July 1, 2025
Report to BHT on outreach activities with local partners.	By 5 th business day of each month for the prior month
Identifying to BHT new staff to complete training modules and pass certification examinations (Certification issued by WAHBE)	As relevant
New Navigators must complete Role 1 and/or Role 2 training and complete a job shadow session with either a BHT Enhanced User or experienced Navigator at Network Partner organization	Within 60 days of enrollment
All Navigator(s) must sign a User Access Agreement, provided directly by WAHBE	Annually
Provide uninterrupted time for Navigator(s) to complete online trainings and tests as required	Ongoing- Quarterly monitoring
Send at least one (1) delegate to in-person and/or virtual trainings organized by BHT	Semi-annually
Participate in Navigator Network team meetings organized by BHT	Bi-weekly

4. Cultural, Language and Disability Requirements. Network Partner and Navigator Partner Staff shall provide Services in compliance with the following cultural, language and disability requirements:

- a. Cultural/Language Requirements
 - i. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in the proposed Service Area, including their health beliefs and practices, languages spoken, health literacy, trusted sources of information and other factors relevant to assisting them.
 - ii. Provide language assistance as needed. Notify consumers who speak limited English in their preferred language of their right to receive language assistance free of charge.
 - iii. Provide assistance in a person's preferred language at no cost, including American Sign Language (ASL) and oral or written translation of documents, if needed or requested to assure effective communication. (Note: At a customers' request, the use of a customer's family or friend as an interpreter is permitted).

- iv. Implement strategies to recruit, support and promote staff who are representatives of the demographic characteristics and are trusted sources in their proposed Service Area, including languages spoken.
- b. Disability Access Requirements
 - i. Consumer education material, websites, or other tools are accessible to people with disabilities.
 - ii. Provide auxiliary aids and services, including ASL translation as needed, for individuals with disabilities at no cost to them if needed or requested to ensure effective communication. (Note: At a customers' request, the use of a customer's family or friend to facilitate communication is permitted).
 - iii. Provide assistance in a location and manner that is physically and otherwise accessible to individuals with disabilities.
 - iv. Facilitate authorized representatives to assist an individual with a disability in making informed decisions on his or her behalf.
 - v. Acquire sufficient knowledge to refer people with disabilities to local, state and federal long-term services and support programs when appropriate.
- 5. Program Contacts. Any communication regarding Network Partner Services or Deliverables under this Agreement or applicable law will be effective if and only if it is in writing, properly addressed, and either delivered in person, by electronic mail, or by a recognized courier service, or deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested, to the following parties:

To BHT: Sara Abbott, Navigator Program Manager
Better Health Together
PO Box 271
Spokane, WA 99210
509-370-5608
Email: sara@betterhealthtogether.org

To Network Partner: Contact Name, Title
Organization Name
Mailing Address
City, State and Zip
Phone: (XXX) XXX-XXXX

Email: Email Address

6. Master Contract. This Agreement is pursuant to the Master Contract between WAHBE and BHT. Accordingly, this Agreement is contingent upon BHT's continued compliance with the terms and conditions of the Master Contract and upon Network Partner's written approval from WAHBE. The Network Partner, as a subcontractor of BHT, will meet all obligations and terms under the Master Contract to the extent applicable to Network Partner. In the event of any inconsistency between this Agreement and the Master Contract, the Master Contract shall prevail. The Network Partner acknowledges receipt of a copy of the Master Contract and represents and warrants to BHT that Network Partner will comply with all terms of the Master Contract applicable to the Services under this Agreement, including, without limitation, Section 9 (Insurance), Section 17 (Confidential Information), Section 24 (Debarment, Suspension, and Ineligibility), Section 35 (Legal and Regulatory Compliance), Section 49 (Subcontracting), Exhibits A and B.
7. Period of Performance. The initial period of performance under this Agreement shall be from the Effective Date through June 30, 2026 (the "Term"), unless sooner terminated as provided herein. BHT may extend this Agreement via mutual amendment signed by both parties, contingent on extensions of the Master Contract from WAHBE and any related approval of WAHBE.
8. Compensation. There is no exchange of compensation associated with this Agreement. Each party shall be responsible for any costs or expenses it incurs in connection with this Agreement.
9. Representations and Warranties.
 - a. Network Partner.
 - i. Representations, Warranties, and Covenants. The representations and warranties contained in this Agreement shall be correct on and as of the Effective Date. Network Partner shall have complied with the covenants set forth herein and no material breach or event which, with the giving of notice or the lapse of time or both, would constitute a material breach shall have occurred and be continuing on the date of such request or would result from the making of such request.
 - ii. Organization; Good Standing. Network Partner is a validly existing entity and is in good standing under the laws of the State of Washington, and has all requisite power and authority to conduct its business as now conducted and as presently contemplated.
 - iii. Authorization. The execution, delivery and performance by Network Partner of this Agreement (i) shall have been duly authorized by all necessary corporate action, (ii) do not and shall not contravene its Certificate of Incorporation or Bylaws, any law, rule or regulation or any contractual

restriction binding on or otherwise affecting it or any of its properties, and (iii) do not and shall not result in any suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

- iv. Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body is required in connection with due execution, delivery and performance by Network Partner of this Agreement or the operation of its business, except such as have been obtained or as otherwise set forth herein.
- v. Enforceability. This Agreement, when executed and delivered hereunder, shall be a legal, valid and binding obligation of Network Partner, enforceable against it in accordance with its terms.

b. BHT.

- i. Organization; Good Standing. BHT is a validly existing, non-profit corporation and is in good standing under the laws of the State of Washington and has all requisite power and authority to conduct its business as now conducted and as presently contemplated.
- ii. Authorization. The execution, delivery and performance by BHT of this Agreement (i) have been duly authorized by all necessary corporate action, (ii) do not and shall not contravene its Certificate of Incorporation or Bylaws, any law, rule or regulation or any contractual restriction binding on or otherwise affecting it or any of its properties, and (iii) do not and shall not result in any suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

10. Notices. Any notice or other communication required or permitted to be given under this Agreement or applicable law will be effective if and only if it is in writing, properly addressed, and either delivered in person, by electronic mail, or by a recognized courier service, or deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested, to the following parties:

To BHT:	Alison Poulsen, President
	Better Health Together
	PO Box 271
	Spokane, WA 99210
	509-499-0482
	Email: alison@betterhealthtogether.org

To Network Partner: Contact Name, Title
 Organization Name
 Mailing Address
 City, State and Zip
 Phone: (XXX) XXX-XXXX
 Email: Email Address

11. Confidential Information.

- a. The parties acknowledge that pursuant to this Agreement, each party may receive access to confidential and proprietary information not readily available to the public (the “Confidential Information” as defined in Section 1: Definitions) concerning the other party and its businesses. The receiving party shall protect the Confidential Information of the disclosing party with at least the same level of care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of care. Each party further agrees that it will not at any time (during the Term hereof or thereafter) use Confidential Information of the other party for any purpose other than to carry out its duties and obligations or exercise its rights under this Agreement.
- b. Network Partner shall further comply with all laws, rules, policies and protocols regarding Confidential Information and Personally Identifiable Information, including RCW 42.56 and other federal and state laws.
- c. Network Partner shall ensure its directors, officers, employees, or agents use Confidential 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 information without the express written consent of WAHBE or as otherwise required by law
- d. WAHBE reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor and its Subcontractors under Contract HBE-617. The monitoring, auditing, or investigating may include, but is not limited to, salting databases. Violation by BHT or its Subcontractor(s) may result in termination of Contract HBE-617 and demand for return of all Confidential Information, monetary damages, or penalties. Immediately upon expiration or termination of Contract HBE-617, BHT shall, at WAHBE’s option: (i) certify to WAHBE that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to WAHBE; or (iii) take whatever other steps WAHBE requires of Contractor to protect WAHBE’s Confidential Information.

12. Confidential Information – Required Notification

- a. Network Partner must have a current Business Associate Agreement (“BAA”)

- executed with BHT during the term of this Agreement, in the form that is acceptable to BHT.
- b. To the extent that any of the terms of this Agreement differ from the BAA, the BAA shall control.
 - c. Network Partner must notify BHT within five (5) Business Days of discovery of any Breach or suspected Breach of Confidential Information. A breach shall be deemed discovered on the first day it is known to Business Associate or should have been known through the exercise of reasonable diligence.
 - d. Network Partner will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access.
 - e. Any breach of this clause may result in termination of the Agreement and the demand for return or disposition of all Confidential Information.
 - f. Network Partner's obligations regarding Breach notification survive the termination of this Agreement and continue for as long as Network Partner maintains the Confidential Information and for any Breach or possible Breach at any time.
13. Confidentiality and Conflict of Interest Requirements. Network Partner shall comply with all laws, rules, procedures and protocols, including but not limited to 45 CFR 155.260, regarding the use and disclosure of confidential information and Personally Identifiable Information (PII). Network Partner and employees shall not use confidential or PII for any purpose not directly connected with its performance of outreach, education and enrollment activities described in this Agreement.
- a. Network Partner shall comply with all Navigator program standards including, but not limited to, 45 CFR 155.210.
 - b. Network Partner affirms that Network Partner and all of its Navigator Network Staff are not any of the entities prohibited by 45 CFR 155.210 and will not engage in any of the prohibited conduct specified below in Section 14: Required Disclosure and Prohibited Conduct.
 - c. Network Partner must comply with conflict-of-interest requirements, including but not limited to 45 CFR 155.210 and .215.
 - d. Network Partner shall monitor for potential conflicts of interest throughout the term of the Agreement.
 - e. Network Partner agrees that if an actual or potential conflict of interest arises after the date of this Agreement, including changes in relationships that constitute a conflict of interest within the meaning of 45 CFR 155.210, Network Partner shall immediately make a full disclosure in writing to BHT and WAHBE of all relevant facts and circumstances. This disclosure shall include a description of actions taken by BHT and the Network Partner to resolve the conflict of interest.
 - f. BHT shall monitor Navigator Network Staff enrollment practices for trends that could point to steering consumers to a particular health plan or insurance carrier.

- g. BHT shall monitor customer feedback on their experience in working with Navigator Network Staff.
- h. If quality audits show trends of concern about a Navigator Network Staff's ability to remain impartial or otherwise fulfill their duties under the rules of the Navigator Program or this Agreement, WAHBE may ask for a plan of action for improvement or may terminate certification.
- i. WAHBE reserves the right, when a conflict of interest arises, to require mitigation, revocation of certifications, or termination of this Agreement.

14. Required Disclosure and Prohibited Conduct.

- a. Required Disclosure. Each Navigator Network Staff must disclose in plain language to each consumer provided with assistance:
 - i. The full range of QHPs and affordability programs for which the consumer is eligible.
 - ii. Any insurance that the Navigator intends to sell during any resulting Agreement period that is not prohibited under this funding opportunity.
 - iii. Any existing employment or employment within the last 5 years of the Navigator and/or his/her spouse or domestic partner with a health insurance company, issuer of stop loss insurance, or subsidiaries of either.
 - iv. Any existing or anticipated financial, business, or contractual relationship(s) with one or more health insurance companies or stop loss insurance issuers.
 - v. Prohibited Conduct. During the term of this Agreement, Network Partner and Navigator Network Staff shall not:
 - i. Receive consideration directly or indirectly from any health insurance issuer or issuer of stop loss insurance related to the enrollment of any individuals in a QHP or non-QHP. Consideration includes both financial compensation as well as any other type of influence a health insurance issuer could use, including but not limited to things such as gifts and free travel.
 - ii. Charge any applicant or enrollee or request any form of compensation for providing assistance related to their Navigator duties.
 - iii. Offer gifts, gift cards, cash, or promotional items that promote the products or services of a third party to any applicant or enrollee as an inducement for enrollment or renewal.
 - iv. Use funds received under any resulting Agreement to purchase gifts, gift cards, or promotional items that market or promote the products or services of a third party.
 - v. Use electronic telephone dialing systems or recordings to place outgoing calls related to enrollment in health care coverage that are unsolicited or where the organization does not have an existing relationship with the target group(s).

- vi. Allow any philosophical, professional or personal financial or non-financial interests to influence, or appear to influence, the ability of the Network Partner and its employee(s) and volunteer(s) to perform their duties impartially.
- vii. Use their role as Navigator for lead generation or profit.

15. Debarment, Suspension, and Ineligibility. Network Partner represents and warrants that it is in compliance with 48 C.F.R. 9.4 and that it shall ensure its employees providing services herein are not listed on the General Services Administration (GSA) System for Award Management Exclusions list at any point during the Term of this Agreement. Network Partner further represents and warrants that, during the Term of the Agreement, neither it nor any of its employees, contractors and/or agents providing services hereunder has been: (1) convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a) (e.g., a conviction relating to services or supplies paid for by Medicare, Medicaid or another federal healthcare program), or (2) excluded, debarred, suspended or otherwise ineligible to participate in a federal health care program, including, but not limited to, Medicare and Medicaid. Network Partner shall immediately notify BHT in writing in the event any of its employees, contractors or agents appears on an exclusion list. BHT will immediately notify WAHBE if any Subcontractor becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in SAM from participating in transactions.

See also Exhibit C, the terms of which are incorporated herein by reference. Network Partner shall comply with all terms thereof.

16. Legal and Regulatory Compliance. See Exhibit C, the terms of which are incorporated herein by reference. Network Partner shall comply with all terms thereof.

17. Gifts and Gratuities. Network Partner must not directly or indirectly offer, give, or accept significant gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with WAHBE business or Agreement activities. A significant gift is defined as any tangible item, any service, any favor, any monies, credits, or discounts not available to others, of a value of \$50.00 or more, as a single gift or in annual aggregate.

18. Insurance. Network Partner, upon execution of this Agreement and during the Term of this Agreement, shall maintain in full force and effect insurance coverage as described below:

- a. Insurance from an insurance carrier or carriers licensed to conduct business in the State of Washington and having an A.M. Best Financial Strength Rating of A-, Class VII or better. BHT may at its discretion and with adequate documentation of coverage from the Network Partner, approve alternate insurance such as governmental joint self-insurance that meets or exceeds the minimum acceptable limits detailed below. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Agreement, Network Partner shall provide

written notice of such to BHT within one (1) business day of Network Partner's receipt of such notice. Failure to buy and maintain the required insurance may result in this Agreement's termination.

- b. **Network Partner shall submit a certificate of insurance naming Better Health Together as an additional insured to BHT within ten (10) days of the execution of this Agreement.** BHT reserves the right to request Network Partner's full insurance policy documents, including any exclusions, endorsements, or riders for all insurance requirements listed herein. Network Partner must provide documentation for all insurance listed below, including any endorsements or riders, to BHT within ten (10) Business Days of written notice. Failure to comply may result in termination of this Agreement. Renewed policies for all required insurance must be submitted at the time of the renewal. Insurance must expressly indicate compliance with each requirement specified herein. Premiums on all insurance policies shall be paid by Network Partner.
- c. The minimum acceptable limits shall be as indicated below for each of the following categories:
 - i. 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;
 - ii. Umbrella policy providing excess limits over the primary policies in an amount not less than \$1 million per occurrence;
 - iii. Professional Liability Errors and Omissions (PLEO), with a deductible not to exceed \$25,000, and coverage of not less than \$1 million;
 - iv. Employers Liability insurance covering the risks of Network Partner's employees' bodily injury by accident or disease with a limit of not less than \$500,000;
 - v. Business Automobile Liability. If services delivered pursuant to this Agreement involve the use of vehicles, either owned, hired, or non-owned by the Network Partner, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1 million per occurrence, using a Combined Single Limit for bodily injury and property damage;
 - vi. Crime Coverage with a deductible not to exceed \$25,000, and coverage of not less than \$1 million single limit per occurrence which must, at a minimum, cover occurrences falling in the following categories: Computer Fraud; Forgery; and Employee Dishonesty; and
 - vii. Cyber Security Liability, with coverage against Claims resulting from Security Events, Network Security and Privacy, and Employee Privacy; with a deductible not to exceed \$25,000 and coverage of not less than \$500,000 per occurrence.

- viii. Network Partner waives all rights against BHT for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
 - d. BHT shall be named as an additional insured on all Commercial General Liability policies and any applicable Umbrella, Business Auto Liability, Cyber Security Liability, and PLEO policies.
 - e. Policies must include reference to this Agreement.
 - f. Network Partner must continue PLEO, Crime, and Cyber Security Liability policies (as applicable), for three (3) years beyond the expiration or termination of this Agreement, naming BHT as an additional insured and to BHT within ten (10) Business Days of written notice.
 - g. Network Partner's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance. Network Partner's insurance policies shall not be reduced in scope below minimum acceptable limits without BHT's prior written consent.
 - h. All insurance provided by Network Partner shall be primary as to any other insurance or self-insurance programs afforded to or maintained by BHT and shall include a severability of interests (cross-liability) provision.
 - i. Network Partner agrees to waive all rights of subrogation against BHT for losses arising from services performed by Network Partner under this Agreement.
 - j. By requiring insurance herein, BHT does not represent that coverage and limits will be adequate to protect Network Partner. Such coverage and limits shall not limit Network Partner's liability under the indemnities and reimbursements granted to BHT under this Agreement.
 - k. All insurance policies shall include the Master Contract reference number HBE-617.
19. Program Integrity. Lead Navigator Organizations and their Network Partners are in a position of public trust, serving vulnerable populations with public resources and must have strong program integrity policies and procedures to ensure appropriate use of public resources, to maintain public trust and to reduce the risk of Navigator errors or misconduct.
- a. **Within 30 days of executing an Agreement with any Network Partner, BHT shall obtain a copy of the Network Partner's standard operating policies and procedures.** BHT shall provide any Network Partner's policies and procedures to WAHBE for review upon request.
 - b. At minimum, the policies and procedures must address the following:
 - i. Transparency in accounting and policies to verify the following:
 - 1. Navigators meet all ACA and WAHBE-established requirements in order to access HPF.
 - ii. A method and process for customers to easily and transparently file complaints and receive a response or resolution.
 - iii. A method and process for Navigators to attest to conflict-of-interest disclosures and adhere to Privacy and Security, Confidentiality, conflict of interest and Conduct provisions of this Agreement.

- iv. A method and process for performing background checks.
- v. A method and process for obtaining initial and ongoing training for Navigators.

20. Record Retention and Access. Network Partner must comply with all applicable WAHBE, federal and State regulations regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Network Partner must agree to the following terms regarding retention of records and access for WAHBE, state and federal government officials.

- a. Network Partner must maintain books, records, documents, and other evidence which sufficiently and properly reflect the accuracy of amounts billed to WAHBE during the performance of this Agreement and must retain all such records for six (6) years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement must be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within six (6) years from the date of expiration or termination of this Agreement.
- b. All such records must be subject at reasonable times and upon prior written notice to Network Partner to examination, inspection, copying, or audit by personnel so authorized by WAHBE, the State and federal officials so authorized by law, rule, regulation, or contract, when applicable, during the term and during the six (6) year period thereafter. During the term, the access to these items will be provided within Thurston County, Washington. During the six (6) year period after the term, delivery of and access to these items will be at no cost to WAHBE. WAHBE's personnel will be accompanied by Network Partner personnel at all times during any such examination, inspection, review, or audit. Network Partner will make no charges for services rendered in connection with an audit requested by WAHBE.
- c. If any litigation, Claim, or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

21. Publicity. The award of this Agreement to Network Partner is not in any way an endorsement of Network Partner or Network Partner's services by BHT or WAHBE and shall not be so construed by Network Partner in any advertising or publicity materials. Network Partner shall not publish or use BHT's name or likeness in advertising and publicity matters without the prior written consent of BHT. Network Partner agrees to submit to BHT, all advertising, sales promotion, and other publicity materials relating to this Agreement or any Deliverable furnished by Network Partner in which BHT's or WAHBE's name is mentioned, language is used, or internet links are provided from which the connection of BHT's or WAHBE's name with Network Partner's Deliverables may, in BHT's or WAHBE's judgment, be inferred or implied. Network Partner further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other

communication media in existence or hereinafter developed without the express written consent of BHT prior to such use.

22. Subcontracting. Network Partner shall not enter into subcontracts for any Services or Deliverables under this Agreement.
23. Background Checks. Due to the confidential nature of the information and materials accessible to the Network Partner, BHT must conduct State and Federal criminal background checks for all Navigator Partner Staff who will have access to the WAHBE systems. At minimum, background checks must include the previous 5-years of history. BHT is responsible for the cost of the State and Federal criminal background checks. Network Partner shall provide BHT with personal information of its staff, as requested by BHT, so BHT may perform background checks. Background checks are conducted for each Navigator candidate. Background checks will be conducted every twenty-four (24) months. BHT reserves the right in its sole discretion to audit background check results and to reject any proposed staff individual as a result of information produced by such background checks or additional sources of information. BHT must retain a copy of the background checks for all Navigators in the Service Area. Results of the background investigation and/or failure of Network Partner to cooperate fully may be grounds for termination of this Agreement. Additionally, WAHBE reserves the right in its sole discretion to audit background check results for compliance and to conduct additional reference checks on Network Partners.
- a. Background checks must, at a minimum, include the following searches/records:
 - i. Social Security Number Trace (Name and Address History);
 - ii. Social Security Number Validation;
 - iii. Multi-State (National) Criminal History Search;
 - iv. National Sex Offender Search;
 - v. County Criminal Record Search;
 - vi. Federal District Court Criminal Search; and
 - vii. Watch list search – OFAC, OIG, SAM, and America’s most wanted fugitive list.
 - b. Background checks for new Navigators must be conducted prior to training and certification.
 - c. Navigator Partner Staff must meet the provisions for serving children and vulnerable adults as specified in RCW 43.43.830 and RCW 43.43.832. Felony convictions directly related to the Deliverables being provided by the Network Partner under this Agreement may be grounds for rejection of Network staff and/or volunteer(s) if the time elapsed since the conviction is less than five years. Convictions considered directly related to Network Partner’s Deliverables include convictions involving fraud, breach of a fiduciary duty, electronic data tampering, data theft, or unauthorized access. For additional information on considering an individual's criminal record when making contracting or other employment decisions please see the U.S. Equal Employment Opportunity Commission’s guidance at <https://www.eeoc.gov/employers/small-business/criminal-records>.

- d. The complete process for conducting background checks for Navigator Network Staff candidates is as follows:
 - i. The candidate will submit their enrollment forms to the Navigator Program Manager.
 - ii. The Navigator Program Manager will conduct a background check through the Washington State Patrol (“WSP”).
 1. If the background check does not include disqualifying criteria, then the Navigator Program Manager can proceed with enrolling the candidate in the certification examination.
 - iii. If the background check includes conviction(s) related to the exploitation or abuse of vulnerable individuals, the candidate will be automatically disqualified from undergoing the certification examination and both the candidate and their Supervisor will be notified of the established WAHBE and BHT policies.
 - iv. If the background check includes convictions involving fraud, dishonesty or breach of trust, manufacturing or selling illegal drugs, violence against persons, electronic data tampering, data theft or unauthorized access then BHT will consider the severity of the conviction(s), the amount of time that has passed since the conviction(s), and the type of conviction(s).
 - v. If the candidate has a conviction listed above then, the Navigator Program Manager will contact the candidate’s Supervisor to notify them of the established BHT policies.
 1. The Supervisor will need to contact their organization’s HR department to request a letter of recommendation for the candidate.
 2. The letter of recommendation will be returned to BHT who will review the letter and make a determination.
 3. If approved, the candidate’s letter of recommendation and background check from the WSP will be stored in a secure folder and the candidate and their Supervisor will be notified of next steps.
 - vi. In the event the candidate’s background check and letter of recommendation are not approved, the Navigator Program Manager will work with all parties involved to provide clear communication and rationale for BHT’s decision.

24. Termination. This Agreement may be terminated as follows:

- a. The parties may agree to terminate this Agreement at any time upon mutual written consent.
- b. Termination for Cause. BHT has the right to suspend or terminate this Agreement for “Cause” upon thirty (30) days’ prior written notice. Prior to suspending or terminating the Agreement, BHT shall notify Network Partner in writing of the need to take corrective action and to cure such defect. If the defect or breach is not cured within

- the thirty (30) day notice period, the Agreement may immediately be terminated or suspended by BHT. The following shall constitute “Cause”: (A) Network Partner fails to perform or observe any material term, covenant or obligation under this Agreement or the Master Contract; (B) Network Partner sells, or disposes of all or substantially all of its assets, or undergoes a change of ownership or control by any means, without the prior written consent of BHT; or (C) Network Partner is debarred, excluded, suspended or otherwise determined to be ineligible to participate in a state or federal health care program. For purposes of this paragraph, subsection (C) shall be a non-curable event.
- c. Termination for Convenience. Except as otherwise provided in this Agreement, either party may, upon ninety (90) days’ prior written notice to the other party, terminate this Agreement without cause.
 - d. Termination for Funding Contingency. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in the Master Contract in any way after the Effective Date of this Agreement and prior to normal completion, BHT may terminate this Agreement without advance notice; subject to renegotiation under those new funding limitations and conditions.
 - e. Termination of Master Contract. In the event the Master Contract (Contract HBE-617) is terminated or suspended for any reason, this Agreement shall automatically terminate or be suspended, as the case may be, as of such termination or suspension date of the Master Contract.
 - f. Termination, expiration or suspension of this Agreement shall not release any party from any liability which at the time of termination, expiration or suspension has already accrued to the other party or which thereafter may accrue with respect to any act or omission occurring prior to such termination, expiration or suspension.

25. Indemnification.

- a. To the fullest extent permitted by law, Network Partner shall indemnify, defend, and hold harmless WAHBE and BHT, including their agents and employees, from any: (i) Claim including, without limitation, for property damage, bodily injury or death, to the extent caused by or arising from the negligent acts or omissions or willful misconduct of Network Partner, its officers, employees, agents or subcontractors; (ii) breach or alleged breach of its obligations caused by or arising from the acts or omissions of Network Partner, its offices, employees, agents or subcontractors; (iii) fines, penalties, sanctions or disallowances that are imposed on WAHBE, BHT, or Network Partner and that arise from or are caused by any noncompliance by Network Partner with state or federal laws, regulations, codes, policies guidelines; (iv) Claim that the Materials or Deliverables provided by Network Partner, its employees, agents or subcontractors to BHT infringe upon or misappropriate the intellectual property rights of any third party; (v) breach of its confidentiality and notification obligations under Section 11: Confidential Information, and Section 12: Confidentiality Information Breach – Required Notification, (vi) any claim that the Services, Deliverables, Materials or Work Product infringes or violates applicable law or the intellectual property right of any

third-party; and (vii) Claims arising from intentional or negligent acts or omissions of Network Partner, its officers, employees, or agents, or subcontractors, their officers, employees, or agents, in the performance of this Agreement.

- i. Network Partner's obligations to indemnify, defend and hold harmless include any Claim by Network Partner's agents, employees, representatives, or any subcontractor or its employees.
 - ii. Network Partner expressly agrees to indemnify, defend and hold harmless BHT and WAHBE for any Claim arising out of or incident to Network Provider's or any subcontractor's performance or failure to perform its obligations under this Agreement. Network Partner's obligations to indemnify, defend and hold harmless BHT and WAHBE shall be reduced to the extent of any actual concurrent negligence of WAHBE, BHT or their agencies, employees and officials.
 - iii. Nothing in this section is intended to imply that Network Partner may use subcontractors to provide services under this Agreement.
 - iv. Network Partner waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless WAHBE and its officials, agents or employees.
- b. To the fullest extent permitted by law and except with respect to Claims subject to indemnity by Network Partner as noted in subsection a. above, BHT shall indemnify, defend, and hold harmless Network Partner, including their agents and employees, from any: (i) Claim including, without limitation, for property damage, bodily injury or death, to the extent caused by or arising from the negligent acts or omissions or willful misconduct of BHT, its officers, employees, agents or subcontractors; (ii) breach or alleged breach of its obligations caused by or arising from the acts or omissions of BHT, its offices, employees, agents or subcontractors; (iii) fines, penalties, sanctions or disallowances that are imposed on Network Partner that arise from or are caused by any noncompliance by BHT with state or federal laws, regulations, codes, policies guidelines; and (iv) Claims arising from intentional or negligent acts or omissions of BHT, its officers, employees, or agents, or subcontractors, their officers, employees, or agents, in the performance of this Agreement.
 - i. BHT's obligations to indemnify, defend and hold harmless include any Claim by BHT's agents, employees, representatives, or any subcontractor or its employees.
 - ii. BHT expressly agrees to indemnify, defend and hold harmless Network Partner for any Claim arising out of or incident to BHT's or any subcontractor's performance or failure to perform its obligations under this Agreement. BHT's obligations to indemnify, defend and hold harmless Network Partner shall be reduced to the extent of any actual concurrent negligence of Network Partner or their agencies, employees and officials.
 - iii. BHT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless Network Partner and its officials, agents or employees.

26. Miscellaneous.

- a. Amendments to Agreement; Waiver. This Agreement may be amended, or modified, by mutual written agreement signed by each of the parties. Such Amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties. In addition, no waiver of any provision of this Agreement, nor consent to any departure by either party therefrom, shall be effective unless it is in writing and signed by the party against whom charged, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- b. Entire Agreement. This Agreement, including the Master Contract and referenced Exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- c. Independent Contractor Status. Both BHT and Network Partner, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Network Partner shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW or any such law.
- d. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- e. Survivability. The terms and conditions contained in this Agreement that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Agreement will survive including the following sections within Section 11: Confidential Information; Section 12: Confidential Information Breach – Required Notification; Section 18: Insurance; Section 20: Records Retention and Access; Section 21: Publicity; Section 25: Indemnification; Section 26.f: Severability; and Section 26.g: Governing Law.
- f. Assignment. Network Partner may not assign or transfer this Agreement or any of its rights or claims hereunder, or delegate any of its duties hereunder, without the prior written consent of BHT (and WAHBE, as may be applicable), provided that any permitted assignment shall not operate to relieve Network Partner of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to BHT that may arise from any breach of the provisions of this Agreement or warranties made herein. BHT may assign this Agreement in whole or in part without the consent of Network Partner. Any attempted assignment, transfer or delegation in contravention of this section of the Agreement shall be null and void. This Agreement

shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

- g. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the exclusive venue of any action brought hereunder shall be in the Superior Court for Spokane County. Notwithstanding the foregoing, Network Partner acknowledges that it is a subcontractor of BHT under the terms of the Master Contract and, to the extent an action is brought against BHT pursuant to the Master Contract, nothing shall prevent BHT from joining Network Partner with such litigation regardless of venue.
- h. Disputes. See Exhibit C, the terms of which are incorporated herein by reference. Network Partner shall comply with all terms thereof.
- i. Third Party Rights. The parties acknowledge and agree that WAHBE is a third-party beneficiary under this Agreement, entitled to enforce the indemnification provisions set forth in Section 25: Indemnification hereof as if it were a party to this Agreement.
- j. Remedies. Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to a party is intended to be exclusive of any other remedy, and each remedy are cumulative and in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party does not constitute a waiver of the right to pursue other available remedies. The remedies provided in this Agreement are not exclusive but are in addition to all other remedies available under law.
- k. Force Majeure. Neither BHT nor Network Partner is liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, riots, strikes or labor disputes, embargoes, government orders, fire, floods, windstorms, epidemics, or any other force majeure event. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a party's reasonable control.
 - i. Notification. If either party is delayed by force majeure, said party must provide written notification within 48 hours. The notification must provide evidence of the force majeure to the reasonable satisfaction of the other party. Such delay must cease as soon as practicable and written notification of same must likewise be provided.
- l. Counterparts. This Agreement may be executed in any number of counterparts, including a signed PDF, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.



[Signature Page Follows]



IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

Better Health Together:

NAME OF PARTNER:

By:

By:

Name: Alison Poulsen

Name: XX

Title: President

Title: XX

Date: _____

Date: _____



EXHIBIT A – SUBCONTRACTOR UTILIZATION STATEMENT

Washington Health Benefit Exchange Subcontractor Utilization Statement

Per WAHBE Contract HBE-617, Network Partner subcontracts are subject to approval by WAHBE. Additionally, BHT must take affirmative steps provided in 2 CFR 200.321(b)(6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Please complete the following form to help BHT meet this requirement.

Prime Contractor Better Health Together	Contract Number: HBE-617		
Mailing Address: (PO BOX is OK) PO Box 271			
City, State, Zip Code: Spokane, WA 99210			
SUBCONTRACTOR INFORMATION			
Subcontractor Name: Name of Organization	Minority Business? Yes No	Women Business? Yes No	Labor Surplus Area? Yes No
Address: Address	Federal I.D. Number: EIN		
City, State, Zip Code: Address	UBI Number: UBI Number		
Description of Work to be Subcontracted: Navigator Services			

EXHIBIT B – DATA SECURITY & REPORTING REQUIREMENTS

The following provisions are from Contract HBE-617 between WAHBE and BHT (referred to as “Contractor”). Per Contract HBE-617, these provisions also apply to Subcontractors including the Network Partner and are included without modification in subcontract agreements.

The terms of this Exhibit apply to all Contractors that access Washington Health Benefit Exchange’s (WAHBE) systems, network, Data and/or documentation, whether housed or managed on behalf of, or in the performance of services, for WAHBE.

WAHBE’s duty is to protect the confidentiality, integrity, and security of WAHBE Data, as defined in this Exhibit. To execute these responsibilities, this Exhibit sets forth the requirements for Contractors who access, obtain, repackage, and/or distribute WAHBE Data. These requirements are in addition to WAHBE policies, standards, and other contractual terms and conditions. Contractor must receive advance written approval from WAHBE for any variance from these requirements.

Contractors with access to WAHBE Data must comply with applicable governing laws and standards including Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges (MARS-e) v.2.2 and subsequently to the Acceptable Risk Controls for Affordable Care Act (ACA), Medicaid, and Partner Entities (ARC-AMPE) Volume I, v.1.01 by March 4, 2026, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Security and Privacy Controls for Information Systems and Organizations, revision 5. Contractors with access to Federal Tax Information (FTI) Data must comply with applicable governing laws and standards including Internal Revenue Service (IRS) Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies, 11/2021 version.

WAHBE reserves the right to update or modify these requirements as necessary to protect individuals of the State of Washington and Data entrusted to WAHBE. If WAHBE updates or modifies these requirements, Contractor must conform its systems, applications, processes, or procedures to comply with the update or modification within a reasonable time period, as determined at the discretion of WAHBE.

1. Definitions:

- a. Advanced Encryption Standard (AES) means a symmetric encryption algorithm.
- b. Authorized User(s) means an individual or individuals with an authorized business requirement to access WAHBE Data.
- c. Business Days and Hours means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by WAHBE.

- d. Contractor means that firm, provider, organization, individual or other entity performing Deliverables under this Contract, including all employees of the Contractor.
 - e. Data, or WAHBE Data, means any information with a confidential or sensitive nature that is hosted, processed, or developed by or on behalf of WAHBE (e.g., software code, configuration files, Personal Identifiable Information (PII), FTI, or security-related documentation).
 - f. Data at Rest means data that is stored on a physical or logical device and is not being accessed.
 - g. Federal Information Processing Standard (FIPS) is a National Institute of Standards and Technology (NIST) approved encryption mechanism.
 - h. Federal Tax Information (FTI) is prohibited from general use and disclosure under Title 26 of the United States Code.
 - i. Hardened Password means a string of at least fifteen (15) characters including one (1) upper case, one (1) lower case, one (1) number, one (1) special character (i.e., non-alphanumeric characters) and do not allow previous 24 consecutive passwords.
 - j. Personally Identifiable Information (PII) is any Data that could potentially identify a specific individual or can be used to distinguish one person from another collected by or on behalf of WAHBE or applicants for insurance affordability programs as defined in 45 CFR 155.260.
 - k. Security Breach means any unauthorized access or improper disclosure that has been verified to have affected WAHBE Data.
 - l. Security Incident means a warning that there may be or has been a threat to information or computer or physical security including but not limited to unauthorized access; Data or security breach; service attacks; malicious code; ransomware incident and unauthorized disclosure or misuse of WAHBE Data.
 - m. Subcontractor means one who is not in the employment of the Contractor and 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.
 - n. Transmitting means the transferring of Data electronically, such as via email.
 - o. Transporting is the physical transferring of Data that has been stored.
 - p. Unique User ID is 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. Contractors connected to the WAHBE network or stewards of WAHBE Data must protect Data by using the appropriate administrative, physical, and technical safeguards:
- a. To prevent the use or disclosure of Data other than as permitted or required by the terms and conditions of this exhibit.
 - b. To reasonably and appropriately protect the confidentiality, integrity, and availability of Data the Contractor creates, receives, maintains, or transmits on behalf of WAHBE

- for as long as the Data is within its possession and control, even after the termination or expiration of this Contract.
- c. Annual awareness training must be conducted and documented for all Contractor's employees or Subcontractors that have access to WAHBE Data. Training must include, at minimum:
 - i. Social Engineering/Phishing
 - ii. Internet Hygiene
 - iii. Insider Threats
 - iv. Password creation and use
 - v. Malware
 - vi. Applicable Regulatory requirements
 - vii. Incident Reporting
 - viii. Contractor company's Security and Privacy Policies
 - ix. Advanced training for IT Professionals
 - x. Personally Identifiable Information (PII)
 - xi. Federal Tax Information (FTI), if within the scope of contracted services
 - xii. Handling and protecting the WAHBE application Data including sensitive Data
 - xiii. Proper disposal of Data storage media
 - xiv. Role-based training to fulfill their job
 - d. Contractor must maintain all annual awareness training documentation for six (6) years and must produce documentation for WAHBE inspection, within 5 business days of request.
3. Use and Disclosure: Contractor acknowledges that in performing the services it will have access to, or be directly or indirectly exposed to, WAHBE Data. Contractor must use such information solely for performing the services. Contractor must take all reasonable measures to protect WAHBE Data from disclosure, including measures at least as strict as those measures Contractor would use to protect its own confidential information. Contractor must not disclose WAHBE Data to any parties other than those with a need-to-know to perform the services on behalf of WAHBE and only to the extent such employees or Subcontractors are bound by this Exhibit.
4. Protection of WAHBE Systems and Data:
- a. In all events where Contractor has access to WAHBE Data, Contractor must meet all standards and requirements including, but not limited to industry security standards, use of computer firewalls, strong user authentication, encrypted transmissions, secure coding practice, anti-malware programs, regular and timely software patch updates, and controlled access to the physical location of computer hardware. This includes, without limitation, contractor's transmission or storage of electronic files or electronic Data.
 - b. Application integrity must be validated to ensure no destructive computer programming such as viruses and malware exists. Common controls such as secure

coding techniques, data encryption, principle of least privilege, input- and output-validation must be maintained to ensure the integrity of the Data.

- c. Contractor must implement security baselines on all systems and applications that meet applicable industry and federal guidelines. Minimum security baselines are available at <https://www.cisecurity.org/> or <https://www.nist.gov> or <https://owasp.org/https://owasp.org/>. Documentation must be submitted to WAHBE upon request.
- d. Contractor must maintain following security documentation at a minimum to ensure adherence to security standards and proactive management of vulnerabilities. These must be made available to WAHBE within 5 business days of request.
 - i. Security policies and procedures that defined organization's approach to information security, including standards for access control, data integrity, incident response, etc.
 - ii. System security plan outlining the security controls and measures in place to protect systems and data.
- e. Contractor must conduct periodic reviews, at minimum of annually, of any system storing WAHBE Data or local workstation from which WAHBE Data is accessed or supporting systems to evaluate the security risks of such systems. Reviews must be conducted in accordance with the US Department of Commerce National Institute of Standards and Technology (NIST) Technical Guide to Information Security Testing and Assessment (Special Publication (SP) 800-115 - <https://csrc.nist.gov/pubs/sp/800/115/final>). In addition, WAHBE may conduct periodic vulnerability scans of any network or site maintained by Contractor that houses WAHBE Data. Contractor must take all reasonable steps to facilitate such scans and must promptly remediate any systems vulnerable of exposing WAHBE Data.
- f. Contractor must notify WAHBE of a change in responsibilities where access is no longer necessary for employees or contractors. Inactive WAHBE system and accounts must be disabled within 60 days of inactivity or when no longer necessary to perform daily tasks.
- g. Contractor must segregate or otherwise distinguish WAHBE Data from non-WAHBE Data to ensure proper return or destruction when WAHBE determines the Data is no longer needed.
- h. Contractor must store WAHBE Data on media (e.g., hard disk, optical disc, tape, etc.) which will exclude non-WAHBE Data.
- i. Contractor must store WAHBE Data in a logical container on electronic media, such as a partition or folder dedicated to WAHBE Data.
- j. If Contractor cannot segregate WAHBE Data from non- WAHBE Data, then both the WAHBE Data and the non-WAHBE Data with which it is commingled must be protected as described in this exhibit.
- k. Contractor must encrypt all WAHBE Data at rest. The mechanism used to encrypt the Data must be latest FIPS 140 validated encryption method and operate using latest FIPS 140 validated encryption module.

- I. Physical Storage. When storing WAHBE Data the Contractor must perform the following:
 - i. Access to Data stored on local workstation hard disks will be restricted to Authorized User(s) by requiring login 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. Previous 24 consecutive passwords cannot be reused when using a hardened password. The Data on the drive must be encrypted and only accessible to authenticated user(s) with a need-to-know. Data must be secured on the disk in such a way that other user(s) that do not need access to the Data will not have the ability to access it.
 - ii. Workstations with sensitive Data stored on them must 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 must be documented and provided to the WAHBE Contract Manager and WAHBE Security upon request. Hard drives that have contained sensitive Data must be wiped with a method that will render the deleted information irretrievable (See Section 7, *Data Disposal*).
 - iii. Network server storage. Access to the Data must be restricted to Authorized User(s) using access control lists which will grant access only after the Authorized User(s) 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 physical token. Data on disks mounted to such servers must be 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. Access must be reviewed at minimum annually.
 - iv. For WAHBE Data stored on network storage: 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 7. Data Disposal may be deferred until the disks are retired, replaced, or otherwise taken out of the secured area.
 - v. Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives must not be transported out of a secure area. WAHBE Data provided on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections must be encrypted with latest Federal Information Processing Standard (FIPS) 140 validated encryption method. When not in use for the Contracted purpose, such devices 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 WAHBE Data on optical discs must be 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.
- vi. When being transported outside of a secure area, portable devices, and media with WAHBE Data must be under the physical control of Contractor staff with authorization to access the Data.
 - vii. WAHBE Data must not be stored on portable devices or media unless specifically authorized in the Contract. Portable media includes any Data storage that can be detached or removed from a computer and transported. If so authorized, the Data must be given the following protections:
 - 1. Data at rest and in transit must be encrypted using an industry standard algorithm, latest FIPS 140 validated encryption method.
 - 2. Control access to devices with a Unique User ID and hardened password or stronger authentication method such as physical token or biometrics.
 - 3. 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 fifteen (15) minutes.
 - 4. Physically protect the portable device(s) and/or media by:
 - a. Keeping them in locked storage when not in use
 - b. Using check-in/check-out procedures when they are shared, and
 - c. Taking frequent inventories
 - viii. Paper documents. All paper records must be protected by storing the records in a secure area which is only accessible to Authorized User(s). 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 User(s) have access.
 - m. Remote and Network Access. When accessing WAHBE Data remotely the Contractor must comply with the following:
 - i. WAHBE Data accessed and used interactively over the internet must meet minimum standards including updated anti-malware, current security patches, and local firewall. Access to the website wahealthplanfinder.org or other services managed by WAHBE will be controlled by WAHBE staff who will issue authentication credentials (e.g., a Unique User ID and hardened password) to Authorized User(s). The Contractor administrator and any privileged user passwords must change every 60 days, and other Contractor user passwords once every 90 days; except where augmented by other technical control such as SSH keys, and/or complex ephemeral token. Previous 24 consecutive passwords cannot be reused. The passwords must not allow User ids, first Name or the last name of the user.
 - ii. Contractor must have established and documented access termination procedures for existing Authorized User(s) with access to WAHBE Data. These procedures must be provided to WAHBE staff upon request. Contractor must notify WAHBE staff immediately whenever an Authorized User(s) in possession

of such credentials is terminated or otherwise leaves the employment of the Contractor, and whenever an Authorized User's duties change such that the Authorized User(s) no longer requires access to perform work for this Contract.

- iii. Access via remote terminal/workstation over the internet must be managed by the Contractor and permissions granted on a need basis only when access to WAHBE Data is present.
- iv. Data Transmission - When transmitting WAHBE Data electronically, including via email, the Data must be protected by:
 - 1. Using encrypted connections to transmit the Data within or outside the network by utilizing standardized protocols such as Transport Layer Security (TLS) or encrypted Virtual Private Network (VPN). These standardized protocols must meet the latest version per applicable industry and federal guidelines.
 - 2. Using the latest FIPS 140 validated encryption method to transmit any Data within or outside the network.
 - 3. When transmitting any files or folders containing PII or FTI data, the Contractor must ensure that these files or folders are encrypted in addition to being sent via secure email. The encryption method used must comply with the latest FIPS 140-validated standards and utilize the most current FIPS 140-validated encryption module.

- 5. Contractor must have the ability to detect or monitor potential data breach or unauthorized access or transfer of WAHBE data using a Data Loss Prevention (DLP) solution.
- 6. Contractor must audit and maintain audit logs for all the systems processing, storing, and transmitting WAHBE Data. Audit logs must be available to WAHBE upon request when investigating a potential security incident. Otherwise, audit logs must be made available to WAHBE within 5 business days.
- 7. Data Disposal: When the Contracted work has been completed, Data retention requirements have been met, or when WAHBE determines Data is no longer needed, Data must be returned to WAHBE or destroyed. Media on which WAHBE Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Must 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 or removable media.
Paper documents containing WAHBE Data	Shredded, pulping or incineration and recycled onsite or through a Contracted firm provided the Contract with the

Data stored on:	Must be destroyed by:
	recycler assures that the confidentiality of Data will be protected and is destroyed according to specification. Destroy paper using crosscut shredders that produce particles that are 1mmx5mm (0.04 in x 0,2in.) in size or smaller, or pulverize/disintegrate paper materials using disintegrator devices equipped with 3/32in. (2.4 mm) security screen.
Optical discs (e.g., CDs or DVDs)	Incineration, shredding, or cutting/breaking into small pieces
Magnetic tape	Degaussing, incinerating or crosscut shredding
Cloud	Deleting*, Data/media sanitization, or cryptographic erasure

* Deleting unnecessary Data is sufficient if the disks remain in a secured area and otherwise meet the requirements listed in Section 4, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

8. Contractor must notify WAHBE Security at securityincidents@wahbexchange.org for any change in their system that impacts the way they receive, process, store, access, protect and/or transmit WAHBE data. Contractor must provide change notification and a security impact analysis. Data shared with Subcontractors: If WAHBE Data provided under this Contract is to be shared with a Subcontractor; the Contract with the Subcontractor must include all the Data security provisions in this Contract and any amendments, attachments, or exhibits to this Contract.
9. Contractor must maintain incident response plan which should include procedures and protocols for promptly responding to and mitigating security incidents and breaches. Contractor must regularly review and update the incident response plan to ensure its effectiveness and alignment with current security threats and best practices.
10. Notice of Unauthorized Disclosure or Security Breach.
 - a. Contractor must immediately notify WAHBE Security, securityincidents@wahbexchange.org within one (1) hour of discovery of:
 - i. Unauthorized disclosure or use of any WAHBE Data.
 - ii. Any breaches of security that compromise the WAHBE Data or Contractor's ability to safeguard WAHBE Data.
 - iii. A breach of security or other circumstance which causes, may have caused, or allowed access to WAHBE information by unauthorized persons or systems, whether intentional, fraudulent, or accidental.

- b. Notifications must include at minimum, both a telephone call and email to the WAHBE Contract Manager and an email to WAHBE Security at securityincidents@wahbexchange.org.
- c. Contractor must establish and document a policy to address the compromise or potential compromise of Data that complies with NIST 800-61 Incident Response Guide. Contractor must provide WAHBE with such policy upon request.

EXHIBIT C – AWARDING AGENCY TERMS

The following provisions are from Contract HBE-617 between WAHBE and BHT (referred to as “Contractor”). Per Contract HBE-617, these provisions also apply to Subcontractors including the Network Partner and are included without modification in subcontract agreements.

1. DEBARMENT, SUSPENSION, AND INELIGIBILITY

In accordance with the OMB guidelines (2 CFR part 180) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Contractor may not be debarred, suspended, or otherwise declared ineligible under statutory or regulatory authority on the government-wide exclusions in the System for Award Management (SAM).

2. LEGAL AND REGULATORY COMPLIANCE

- a. General. During the term of this Contract, Contractor must comply with all applicable local, State and federal laws, rules, regulations, and codes; and licensing, accreditation, and registration requirements/standards, necessary for the performance of this Contract. Contractor must also comply with all WAHBE policies and standards applicable to the Contracted staff or Contractor’s performance of the Services. If either party becomes aware of changes in any applicable federal or State laws, regulations, or codes that have an impact on the performance of the Deliverables or WAHBE’s use of the Deliverables, that party will timely notify the other of such changes and the parties will work together to identify the impact of such changes on how WAHBE uses the Deliverables.
- b. Nondiscrimination. Contractor must comply with all federal and State nondiscrimination laws, regulations, and policies. 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 Contractor may be declared ineligible for further Contracts with WAHBE. Contractor must, 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.
- c. Clean Air Act. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and agrees to report any violations to WAHBE and the Regional Office of the Environmental Protection Agency (EPA).
- d. Limited English Proficiency and Disability Standards. Contractor must provide work under this Contract in accordance with federal regulations including, but not limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Section 1557 of the ACA, and 45 CFR 155.205, 155.210.

- e. Lobbying. Contractor may not use funds provided under this Contract to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

3. SUBCONTRACTING

Contractor may not execute Subcontracts for any work under this Contract without obtaining the prior written approval of WAHBE. If approved, Contractor must take all listed affirmative steps provided in 2 CFR 200.321(b)(6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Additionally, Contractor must ensure all relevant terms, conditions, assurances, and certifications set forth in this Contract are included in subcontracts.

Any Subcontractor approval may be rescinded by WAHBE's sole discretion. In no event will the existence of a subcontract release or reduce the liability of Contractor for any breach in the performance of Contractor's duties.

- a. The rejection or approval by WAHBE of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to WAHBE.
- b. WAHBE has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.
- c. Contractor is responsible and liable for the proper performance of, and the quality of any work performed by Subcontractors.
- d. Upon expiration or termination of this Contract for any reason, WAHBE will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with WAHBE.
- e. Within fifteen (15) Business Days of receiving payment from WAHBE, Contractor must make payment to Subcontractors for any work completed in accordance with this Contract. In the event of any Claim or demand made against WAHBE hereunder, WAHBE may reserve, retain, or apply any monies due to the Contractor for the purpose of resolving such Claims.

4. OWNERSHIP RIGHTS

- a. WAHBE and Contractor agree that all data and Work Products (collectively "Work Product") produced pursuant to this Contract will be considered a work for hire under

- the U.S. Copyright Act, 17 U.S.C. §101 et seq, and will be owned by WAHBE. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- b. If for any reason the Work Product would not be considered a work for hire under applicable law, Contractor assigns and transfers to WAHBE, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
 - c. Contractor will execute all documents and perform such other proper acts necessary to secure for WAHBE the rights pursuant to this Section. As applicable, these rights include but are not limited to licensed artwork, software, and any other third-party Materials provided under this Contract.
 - d. Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of WAHBE. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
 - e. Contractor will not use or in any manner disseminate any WAHBE Technology other than for purposes necessary to complete obligations under this Contract. Contractor shall not disclose to any third party or represent in any way ownership of any WAHBE Technology, without WAHBE's prior written permission. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit WAHBE Technology, or any portion thereof, in any form, to any third party. Material that is delivered under this Contract that does not originate from Contractor Technology, must be transferred to WAHBE with a perpetual, nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Contractor Technology. WAHBE will have the right to modify or remove any restrictive markings placed upon the Material by Contractor.
 - f. Contractor must identify all Contractor Technology when it is delivered under this Contract and must advise WAHBE of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Contractor Technology at the time of delivery. Contractor must provide WAHBE with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual

property right worldwide received by Contractor with respect to any Contractor Technology delivered under this Contract.

- g. In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

5. DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute.

If a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with WAHBE's CEO, as follows:

- a. The request for a dispute hearing must:
 - i. Be in writing;
 - ii. State the disputed issue(s);
 - iii. State the relative positions of the parties;
 - iv. State the Contractor's name, address, and Contract number; and
 - v. Be delivered to WAHBE's CEO and the other party's (respondent's) Contract Manager within three (3) Business Days after the parties agree that they cannot resolve the dispute.
- b. The respondent must send a written answer to the requester's statement to both WAHBE's CEO and the requester within five (5) Business Days.
- c. WAHBE's CEO will review the written statements and reply in writing to both parties within ten (10) Business Days. The CEO may extend this period, if necessary, by notifying the parties.
- d. The parties agree that this dispute process must precede any action in a judicial or quasi-judicial tribunal.
- e. Nothing in this Contract must be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

6. SITE SECURITY.

While on WAHBE premises, BHT, its agents, employees, or Subcontractors (including Network Partners) must conform in all respects with physical, fire, or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. WAHBE reserves the right and authority to immediately revoke security access to Contractor staff for any real or suspected breach of this provision.