

**ENROLLMENT AFFILIATE AGREEMENT
BETWEEN
WASHINGTON HEALTH BENEFIT EXCHANGE
AND**

1. IT IS MUTUALLY AGREED THAT

The purpose of this Agreement is to provide the Washington Health Benefit Exchange (“Exchange”) with Qualified Health Plan Enrollment Affiliates (“Affiliate”). The Affiliate shall perform the responsibilities and duties, as defined below, throughout the term of the Agreement.

2. AFFILIATE RESPONSIBILITIES

The Affiliate shall provide services and staff, and otherwise do all things necessary to perform the following functions:

- Ensure the site where services are delivered is well maintained, reflects a professional appearance, and displays *Washington Healthplanfinder*-approved signage inside and out.
- Post and keep regularly scheduled hours during the Exchange’s 2018 open enrollment period, as mutually agreed between Affiliate and Exchange
- Assist individuals to complete an application and receive eligibility results
- Explain eligibility results and all plan options, and facilitate plan selection
- Assist with renewing coverage, including assessing new plan options
- Update accounts and report changes
- Answer questions and assist people to enroll in Qualified Dental Plan options
- Refer individuals to a Navigator organization when in the best interests of the customer

3. EXCHANGE RESPONSIBILITIES

Exchange will provide the Affiliate with the following:

- Highlight affiliate sites through its website, social media, and press releases
- Send email messaging to current *Healthplanfinder* customers
- Refer callers from the *Washington Healthplanfinder* customer support center
- Provide direct access to the broker team for application questions and system support
- Reimburse approved Affiliate advertising, marketing, and other expenses up to \$5,000.
- Provide internal and external signage, marketing and educational materials
- Provide referral lists for individuals impacted by anticipated market changes who need to select new coverage for 2018
- Facilitate a partnership with a Navigator organization

4. PERIOD OF PERFORMANCE

Affiliate status is granted from October 1, 2017 or the date of execution of this agreement, whichever comes later, through September 30, 2018. Affiliates must reapply each year.

5. REIMBURSEMENT FOR EXPENSES

The Exchange will reimburse the Affiliate for costs as outlined in the Affiliate’s not-to-exceed reimbursement request detailed in the Affiliate’s application. The costs listed below reflect the Affiliate’s approved expenses and are considered the maximum amount the Exchange will pay for the specified line item. The Affiliate will comply with the reimbursement procedures outlined in Section 6. The invoice format is up to the vendor, provided it complies with the Exchange’s billing requirements. Costs shall be reimbursed upon receipt of invoice and receipts for any allowable expenses, as follows:

- Marketing
- Advertisements
- Outreach events

Total Reimbursement Not-to-Exceed: \$5,000.00.

6. REIMBURSEMENT PROCEDURE

The Exchange will reimburse Affiliate for actual expenses incurred, based upon receipt of properly completed invoices and receipts, which shall be submitted to the Exchange Agreement Manager not more often than monthly. If invoices are submitted less frequently than monthly, Exchange may request monthly estimate of fees incurred.

The invoices shall describe and document to the Exchange’s satisfaction a description of work performed, expenses incurred, the progress of the project, and fees. The invoice shall include Agreement reference number _____. If pre-approved expenses are invoiced, a detailed breakdown of each type must be provided. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

All invoices and receipts must be submitted to the Exchange Agreement Manager, and must meet with the approval of the Agreement Manager or his/her designee prior to payment. The Agreement Manager is responsible for review of invoices submitted and authorize Affiliate payments, which such authorization shall not be unreasonably withheld. The review shall ensure the expense is approved, the authorized amount is not exceeded and reviewed by the Finance Team to assure that the dollar limit established by this Contract will not be exceeded.

Affiliate shall only submit invoices for reimbursement as permitted by section 5 of the Contract. The Exchange will return incorrect or incomplete invoices to the Affiliate for correction and reissue. The Contract number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Invoices must reference this Contract number and provide detailed information as requested by Exchange.

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

Payment shall be sent to the address designated by the Affiliate, unless the Exchange has opted to use electronic fund transfer.

ATTACHMENT 1 – SAMPLE AGREEMENT

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

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

7. AGREEMENT MANAGEMENT

The Agreement Manager for each of the parties shall be the contact person for all communications regarding the performance of this Agreement.

Agreement Manager for Affiliate is:

(AGREEMENT MANAGER NAME)
(ADDRESS)
(CITY, STATE ZIP)
Phone:
FAX:
Email:

Agreement Manager for Exchange is:

Ellen Foley
WA Health Benefit Exchange
810 Jefferson Street
Olympia, WA 98501
Phone: (360) 688-7746
E-mail address: ellen.foley@wahbexchange.org

8. NOTICES

Any notice or other communication required to be given under this Agreement shall be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested, or by electronic mail (e-mail), to the parties at the addresses and e-mail addresses provided in Section 7.

9. TERMINATION

- a. Termination for Breach. Affiliates must comply with Exchange Data Security Requirements, Exchange Nondisclosure Requirements, and other rules and regulations as detailed in their individual Broker Agreement. Failure to comply with these requirements will result in immediate termination.
- b. Termination for Convenience. When, at the sole discretion of Exchange, it is in the best interest of the organization, Exchange may terminate this Agreement in whole or in part, by 30 days' notice to the Affiliate.

10. PUBLICITY

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

11. PRIVACY

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

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The Affiliate agrees to indemnify and hold harmless the Exchange for any damages related to the Affiliate’s unauthorized use of personal information.

12. ASSURANCES

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

13. INSURANCE

- 1.1. Upon execution of the Agreement, and during the remaining term of this Agreement, Affiliate shall maintain in full force and effect, the insurance described in this section. Affiliate shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best’s Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Agreement, Affiliate shall provide written notice of such to Exchange within one Business Day of Affiliate’s receipt of such notice. Failure to buy, maintain, and/or provide proof to Exchange of the required insurance may result in this Agreement’s termination.
- 1.2. The minimum acceptable limits shall be as indicated below for each of the following categories:
 - a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate
 - b. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
 - c. Employers Liability insurance covering the risks of Affiliate’s employees’ bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
 - d. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
 - e. Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate; and
 - f. Crime Coverage with a deductible not to exceed \$100,000, and coverage of not less than \$1 million single limit per occurrence and \$2 million in the aggregate, which shall

ATTACHMENT 1 – SAMPLE AGREEMENT

at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; and Employee Dishonesty.

- 1.3. For Professional Liability Errors and Omissions Coverage and Crime Coverage, Affiliate shall continue such coverage for six (6) years beyond the expiration or termination of this Contract, naming Exchange as an additional insured and providing Exchange with certificates of insurance.
- 1.4. Premiums on all insurance policies shall be paid by Affiliate or its Sub-affiliates. Such insurance policies shall name Exchange as an additional insured on all general liability and umbrella policies.
- 1.5. Affiliate's insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance. Affiliate's insurance policies shall not be reduced in scope without Exchange's prior written consent.
- 1.6. Affiliate agrees to waive all rights of subrogation against Exchange for losses arising from services performed by Affiliate under this Agreement.
- 1.7. All insurance provided by Affiliate shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Exchange and shall include a severability of interests (cross-liability) provision.
- 1.8. Affiliate shall include all Sub-affiliates as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Sub-affiliate. Sub-affiliate(s) shall comply fully with all insurance requirements stated herein. Failure of Sub-affiliate(s) to comply with insurance requirements does not limit Affiliate's liability or responsibility.
- 1.9. Affiliate shall furnish to Exchange copies of certificates of all required insurance within 15 calendar days of this Agreement's Effective Date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Certificates shall be submitted to Exchange electronically via contracts@wahbexchange.org.

14. INDEMNIFICATION

To the fullest extent permitted by law, Affiliate shall indemnify, defend, and hold harmless the Exchange, the State, agencies of State and all officials, agents and employees of the Exchange, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim," as used in this Agreement, 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.

Affiliate's obligations to indemnify, defend, and hold harmless includes any claim by Affiliates' agents, employees, representatives, or any sub-affiliate or its employees.

Affiliate expressly agrees to indemnify, defend, and hold harmless the Exchange for any claim arising out of or incident to Affiliate's or any sub-affiliate's performance or failure to perform the Agreement. Affiliate's obligation to indemnify, defend, and hold harmless the Exchange shall not be eliminated or reduced by any actual or alleged concurrent negligence of Exchange or its agents, agencies, employees and officials.

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

15. INDEPENDENT CAPACITY OF THE AFFILIATE

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

16. INDUSTRIAL INSURANCE COVERAGE

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

17. GOVERNING LAW

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

18. ENTIRE AGREEMENT

This Agreement including 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.

19. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

20. APPROVAL

This Agreement shall be subject to the written approval of the Exchange's authorized representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

THIS agreement is executed by the persons signing below, who warrant that they have the authority to execute.

AFFILIATE

WASHINGTON HEALTH BENEFIT EXCHANGE

Signature Date

Signature Date

Printed Name Title

Printed Name Title