



**CONTRACT # HBE-459
FOR INFORMATION TECHNOLOGY AND PROFESSIONAL SERVICES**

**BETWEEN
WASHINGTON HEALTH BENEFIT EXCHANGE
AND
V GROUP, INCORPORATED**

This Contract is made and entered into by and between the Washington Health Benefit Exchange, hereinafter referred to as "WAHBE", and V Group, Incorporated, hereinafter referred to as "Contractor".

SPECIAL TERMS AND CONDITIONS

1. SCOPE OF WORK

- A.** Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing the Work to be performed under this Contract, the nature of the working relationship between WAHBE and Contractor, and specific obligations of both parties.
- B.** Contractor shall provide services and staff as described in Exhibit B, Statement of Work, and otherwise do all things necessary for or incidental to the performance of Work, as set forth in Exhibit B, Statement of Work, and any executed Work Order, attached hereto and incorporated by reference herein, and any other Statement of Work entered into by the parties under this Contract.
- C.** Under no circumstances will Contractor perform any work until this Contract has been fully executed by both parties. Any work performed without a properly executed Contract and Work Order will be at the Contractor's risk. WAHBE is under no obligation to pay for work performed without properly executed authorization.

2. PERIOD OF PERFORMANCE

- A. Contract.** The initial period of performance under this Contract will be from March 1, 2020 or from the date of execution by both parties, whichever is later, through June 30, 2022, unless sooner terminated as provided herein. WAHBE may extend this Contract through June 30, 2025, in whatever time increments WAHBE deems appropriate.

Prior Contractor performance will be considered when offering Contract extensions. Project Evaluation Forms and other written documentation may be used to evaluate performance. Any Contract extension offer will be made at WAHBE's sole discretion.

- B. Work Orders.** The term of any Work Order executed pursuant to this Contract will be set forth in the Work Order.

Work Orders or Work Order extensions must be entered into prior to the expiration or termination of this Contract and may include a term no longer than six months after Contract termination.

Regardless of Contract expiration or termination, all terms and conditions of this Contract shall remain in effect for any Work Order or Work Order extension entered into under this Contract.

3. **PRICING AND ADJUSTMENT**

Prices for work shall not be subject to increase throughout the Contract period unless agreed to in writing by WAHBE. Should WAHBE decide to extend the Contract as permitted above, rates may be negotiated for adjustments in pricing for any subsequent terms; however, rate increases may not exceed the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

For purposes of this section, "Consumer Price Index" shall mean The Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base.

4. **COMPENSATION**

A. Maximum Compensation. The maximum compensation, which includes any allowable expenses, payable to Contractor for acceptance (as described below) of the Deliverables under this Contract shall not exceed **One Million, Two Hundred Ninety-Six Thousand, and No/100ths Dollars (\$1,296,000.00)** (the "Maximum Compensation").

Contractor's compensation shall be based on the rates established in Exhibit B for all services performed under the authority of this contract and any resulting Work Order.

B. No Additional Compensation. Contractor and WAHBE agree that timely completion by Contractor of all work and delivery of any Deliverables and other work products shall be critical, that time shall be of the essence for Contractor's performance of its work, and that no additional compensation shall be paid unless work is expanded under the Statement of Work (Exhibit B) by an Amendment executed by authorized representatives of Contractor and WAHBE or in a subsequent Statement of Work.

C. Expenses.

(1) Except as otherwise indicated in this Section, expenses for Contractor to provide WAHBE with estimates or quotes for additional activities or services will not be authorized. Under special circumstances, Contractor may receive payment for such expenses as authorized in advance by WAHBE and provided in a Statement of Work.

(2) Except as otherwise indicated in this Section, travel or per diem to or from the Olympia, Washington area will not be authorized. Under special circumstances, Contractor may receive reimbursement for travel and other expenses as authorized in advance by WAHBE as reimbursable and stated in the Statement of Work.

(3) Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and meals necessary during periods of required travel. Contractor shall receive compensation for travel expenses in accordance with the terms of The Federal General Services Administration (GSA) Travel Policy and the WAHBE Travel Reimbursement Policy and Procedures.

D. Monthly Workstation Usage Fee.

For Resources in which onsite presence at WAHBE is required, WAHBE will provide each Resource with an assigned workstation. Contractor agrees to provide WAHBE a monthly workstation usage fee, as follows:

(1) **Applicability.** Workstation usage fees shall not apply to the first 90 calendar days of any Work Order. The monthly workstation usage fee shall begin on the 91st calendar day of any applicable Work Order, and the first day of any applicable Work Order extension.

(2) **Fee.** Contractor shall credit WAHBE in the amount of \$417.00 per Workstation per calendar month.

In the event of early termination, Contractor may prorate the Workstation Fee in the amount of \$13.71 per calendar day; from the first calendar day of the month through the date of termination.

(3) Contractor shall provide credit to WAHBE by recording a line item entitled "Workstation Usage Fee Credit" on each Resource's monthly invoices. Workstation Fees may not be credited as a separate credit memo.

5. **INVOICES AND BILLING PROCEDURES**

A. Initial Set Up. Contractor shall complete and submit both an [IRS form W-9, Request for Taxpayer Identification Number and Certification](#) and an [ACH Enrollment Form](#) to WAHBE at finance@wahbexchange.org within five (5) business days of Contract execution.

If unable to receive electronic payment (ACH), Contractor must email WAHBE at finance@wahbexchange.org to request other payment options.

B. Invoice Requirements.

(1) Contractor shall only submit invoices for the services or Deliverables authorized in this Contract. Invoices must fully describe and document, to WAHBE's satisfaction, all work performed, project progress, and fees incurred. Invoices shall be submitted electronically to WAHBE at finance@wahbexchange.org.

(2) Invoices must include Contract reference number **HBE-459**. This Contract number must appear on the first page of all invoices, bills of lading, packages, and correspondence relating to this Contract. 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 to receive reimbursement. WAHBE will return incorrect or incomplete invoices to Contractor for correction and reissue.

(3) Contractor shall submit invoices to WAHBE not more often than monthly. If invoices are submitted less frequently than monthly, Contractor shall provide a monthly estimate of fees incurred. Invoices and estimates, as applicable, shall be submitted to WAHBE at finance@WAHBExchange.org.

C. Invoice Review and Acceptance. All invoices shall be reviewed and must be approved by the WAHBE Contract Manager identified in Section 6, or his/her designee, prior to payment. In addition, the WAHBE Finance Team shall review all invoices prior to payment to ensure the Maximum Compensation is not exceeded.

D. Payment.

(1) WAHBE shall make payment to Contractor within thirty (30) calendar days of receipt and acceptance of specified Deliverables and authorized services, and accompanying properly executed invoices, subject to WAHBE's exercise of its remedies.

- (2) Upon expiration or earlier termination of the Contract, any claims for payment for amounts that are due and payable under this Contract and that are incurred prior to the expiration or termination date must be submitted by Contractor to WAHBE within sixty (60) calendar days of Contract expiration or termination. Belated claims shall be paid at the discretion of WAHBE and are contingent upon available funds.
- (3) WAHBE may, in its sole discretion, suspend this Contract or withhold payments claimed by Contractor for services rendered and Deliverables provided if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. WORK ORDER

WAHBE will utilize the following Work Order process to request and initiate specific work:

- A.** WAHBE will submit a Work Request form, substantially in the format of Exhibit G, to one or more Contractor.
- B.** Contractor must provide a written response by the deadline provided in the request. The response shall include at a minimum:
 - (1) confirmation of capacity/ability to provide the requested Resource(s).
 - (2) resume(s) of individuals with the necessary skills and experience and availability needed to satisfy the Work Request (i.e. – Contractor’s proposed Resource(s)).
- C.** WAHBE will notify Contractor of candidates selected for an interview; which are typically conducted by WAHBE via Skype for Business or telephone.
- D.** WAHBE may also request references and conduct reference checks as part of the selection process.
- E.** WAHBE will select the Contractor which, in WAHBE’s sole opinion, is able to provide Resource(s) which best meet the needs of the project. There is no appeal of a Work Order award.
- F.** If selected, Contractor shall provide the following documents to the WAHBE Contracts Office at contracts@wahbexchange.org:
 - (1) background check verification (BCV) for the applicable Resource, in accordance with Sample Contract, Exhibit A – General Terms and Conditions, Section 8; and
 - (2) a Resource-signed Non-Employee Agreement on Nondisclosure of Confidential Information (Exhibit E).
- G.** Once BCV and Non-Employee Agreement on Nondisclosure of Confidential Information are received, WAHBE shall create a Work Order to be executed by WAHBE and the Contractor via DocuSign.
- H.** No billable activity may take place prior to execution of the Work Order.

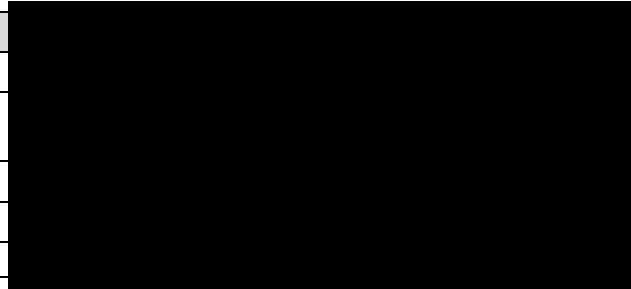
7. CONTRACT MANAGEMENT

- A.** Contractor shall assign to the Contract a Contract Manager of a management level sufficient to assure timely responses from all Contractor personnel. Contractor’s proposed Contract Manager’s resume and qualifications shall be reviewed and approved by WAHBE prior to his or her appointment as Contract Manager. The approval process may include, at WAHBE’s discretion, an interview with the proposed original or any replacement Contract Manager. The

Contractor Contract Manager shall be responsible for acting as a liaison with the WAHBE Contract Manager.

- B. Contractor represents and warrants that the Contractor Contract Manager shall be fully qualified to perform the tasks required of that position under this Contract. The Contractor Contract Manager shall be able to make binding decisions pursuant to this Contract and approve Statements of Work for Contractor.
- C. WAHBE can change its Contract Manager in its sole discretion. The Contractor Contract Manager shall not be changed from the person proposed in the Proposal. If the Contractor Contract Manager is replaced, Contractor will promptly (but in no event more than ten calendar days) provide notice to WAHBE, submit a resume, and obtain approval of the replacement Contractor Contract Manager from WAHBE, prior to his or her beginning work on the Project. Contractor shall temporarily fill the Contractor Contract Manager within seven (7) calendar days of it being vacated and shall fill the position with a permanent fulltime replacement within forty-five (45) calendar days of the Contractor Contract Manager’s removal.
- D. The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract:

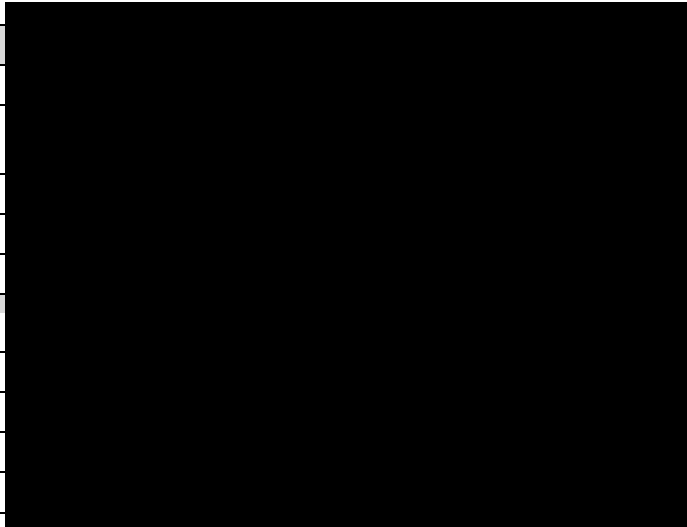
Contractor Contract Manager:
Brijesh Ravi
379 Princeton-Hightstown Rd, Building 3, Suite 2A
Cranbury, NJ 08512
Phone: (609) 371-5400
Email: wabids@vgroupinc.com



8. NOTICES

- A. Any notice or other communication required or permitted to be given under this Contract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested, or by electronic mail, to the parties at the addresses and e-mail addresses provided in Section 6 and the following parties:

Notice Contact(s) for Contractor:
Ankin Shah
379 Princeton-Hightstown Rd, Building 3, Suite 2A
Cranbury, NJ 08512
Phone: (609) 371-5400
Email: accounts@vgroupinc.com



B. The notice address provided herein may be changed by notice given as provided above.

9. PROHIBITION AGAINST NON-COMPETES

Contractor shall not utilize non-compete clauses, covenants, or other employment provisions that prohibit Resources from applying for employment with WAHBE. Contractor agrees that non-compete provisions for any Resource performing services under a WAHBE Work Order are not enforceable for any subsequent employment with WAHBE.

10. LEGAL AND REGULATORY COMPLIANCE

During the term of this Contract, Contractor shall comply with all State, Federal laws, rules, regulations and codes, in addition to WAHBE policies and standards applicable to the contracted staff or Contractor's performance of the Services. During the term of the Contract 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 Services or Deliverables or WAHBE's use of the Services or 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 Services or Deliverables.

11. ASSURANCES

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

12. ORDER OF PRECEDENCE

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

- Applicable Federal and State of Washington statutes and regulations
- Special terms and conditions as contained in this Contract
- Exhibit A – General Terms and Conditions
- Exhibit B – Statement(s) of Work
- Exhibit C – Federal Certifications and Assurances
- Exhibit D – Data Security and Reporting Requirements
- Exhibit E – Agreement on Nondisclosure of Confidential Information
- Exhibit F – Subcontractor Utilization Statement
- RFQQ HBE 19-003, released August 27, 2019
- Contractor's Proposal in Response to RFQQ HBE 19-003, dated October 21, 2019
- Contractor's clarifications received via email by WAHBE on October 30, 2019 at 12:40pm PST
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

13. ENTIRE CONTRACT

This Contract, including referenced Exhibits and other items in Section 12, 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 Contract shall be deemed to exist or to bind any of the parties hereto.

14. CONFORMANCE

If any provision of this Contract 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.