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Agreement Number: 12469

DES Use Only

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and Washington Health Benefit Exchange,

Entity Name

a state agency, or local or federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name: Washington Health Benefit Exchange		
Tax Identification Number: 45-4846258		
Unified Business Identifier <i>Required for Non-Profit:</i>		
Contact Name: Kimberley Green		
Title: Federal/State Financial Compliance Manager, Finance		
Address: 810 Jefferson Street SE		
City: Olympia	State: WA	Zip: 98501
Phone Number: 360-688-7722		
Email Address: kim.green@wahbexchange.org		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:

Email to: mcua@des.wa.gov

OR

Mail to: WA Dept. of Enterprise Services
Attn: ACCO
P.O. Box 41409
Olympia, WA 98504-1409

5. **Financial Responsibility:** Buyer will deal directly with the Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

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6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
7. Master Contract Audits: Buyer agrees to cooperate with DES, the Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.
9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

APPROVED

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES

Entity Name

C. F. Presnell

Signature

Farrell Presnell, Acting Assistant Director

Name/Title

02/14/2014

Date

WASHINGTON HEALTH BENEFIT EXCHANGE

Entity Name

Richard Onizuka

Signature

Richard Onizuka, CEO

Name/Title

10/25/2013

Date

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**AMENDMENT 1 to
MASTER CONTRACT USAGE AGREEMENT NUMBER K2469**

This Amendment 1 to Master Contract Usage Agreement Number K2469 (the "Agreement") is entered into by the Department of Enterprise Services, an agency of the state of Washington ("DES"), and the Washington Health Benefits Exchange ("Buyer").

WHEREAS, the parties previously entered into the Agreement for the use of Master Contracts established by DES; and

WHEREAS, Buyer has been established by the state legislature under RCW 43.71.020 as a "self-sustaining public-private partnership";

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. The following section is hereby added to the Agreement:
 12. Buyer Representation and Warranty. Buyer represents and warrants that it has full power and authority under Washington law, and has procured all necessary approvals, consents and authorizations, to enter into this Agreement.
2. All capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.
3. All other terms and conditions of the Agreement and all addenda and amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF the parties having read this Amendment 1, agree to it in each and every particular, and have executed it below.

APPROVED

WASHINGTON STATE DEPARTMENT
OF ENTERPRISE SERVICES



Signature

Farrell Presnell, Assistant Director
Name/Title

02/14/2014
Date

APPROVED

WASHINGTON HEALTH BENEFIT
EXCHANGE



Signature

Richard Onizuka, Chief Executive Officer
Name/Title

2-10-14
Date