



**CONTRACT for
Qualified Managed
Fee for Service
Health Homes**

HCA Contract Number:

THIS CONTRACT is made by and between Washington State Health Care Authority, (HCA) and , (Contractor).

		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS	Street	City	State WA	Zip Code
CONTRACTOR CONTACT		CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS	
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CFDA NUMBER(S): 93.778	FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

HCA PROGRAM Qualified Health Homes	HCA DIVISION/SECTION MPOI/GPD/POL
HCA CONTACT NAME AND TITLE Christine Del Buono, Health Home Contract Manager	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 45502 Olympia, WA 98504-5502
HCA CONTACT TELEPHONE (360) 725-0832	HCA CONTACT E-MAIL ADDRESS christine.delbuono@hca.wa.gov

CONTRACT START DATE January 1, 2025	CONTRACT END DATE December 31, 2025	TOTAL MAXIMUM CONTRACT AMOUNT No Maximum / Fee for Service
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PURPOSE OF CONTRACT:
Fee-for-Service Health Home Contract for to provide Health Home Services in Coverage Area(s) as a Qualified Lead Entity.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

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Exhibit A: Nondisclosure of HCA Confidential Information

Exhibit B: Federal Compliance, Certifications, and Assurances

Contract # for Qualified Health Homes Services

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this contract is to implement a community based health home program in accordance with the requirements of section 2703 of the patient protection and affordable care act of 2010 utilizing the managed Fee-for-Service (FFS) demonstration model, and Washington state substitute senate bill 5394. The contractor shall provide Health Home Care Coordination services to high risk eligible Medicaid and Medicaid/Medicare beneficiaries to ensure that services delivered are integrated and coordinated across medical, mental health, substance use disorder and long-term services and supports.

1.1 The Coverage Areas served under this contract is/are:

2. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: *Statement of Work*.

3. DEFINITIONS

3.1 GENERAL DEFINITIONS

“Agent” means the Washington State Health Care Authority Director and/or the Director's delegate authorized in writing to act on behalf of the Director.

“Authorized Representative” means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

“Behavioral Health Services” means services that address the promotion of emotional health; the prevention of mental illness and substance use disorders; and the treatment of substance abuse, addiction, substance use disorders, mental illness, and/or mental disorders.

“Behavioral Health Services Only” or **“BHSO”** means those Clients who receive only behavioral health benefits through this Contract and the companion, non-Medicaid contract.

“Business Associate” means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of Protected Health Information (PHI). Any reference to Business Associate in this DSA includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

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

“Centers for Medicare & Medicaid Services” or **“CMS”** is the federal agency within the United States Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children's Health Insurance Program (CHIP), and health insurance portability standards.

“Client” or **“HCA Client”** means an applicant, recipient, or former applicant or recipient of any service or program administered by HCA.

“Code of Federal Regulations” or **“C.F.R.”** is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“Contract” means the entire written agreement between HCA and the Contractor, including any Exhibits, attachments, documents, or materials incorporated by reference. The parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitutes as one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this Contract shall be the same as delivery of an original.

“Contractor” means the individual or entity performing services pursuant to this Contract and includes the Contractor’s owners, members, officers, directors, partners, employees and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, directors, partners, employees and/or agents.

“Covered Entity” means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form to carry out financial or administrative activities related to health care, as defined in 45 CFR 160.103.

“Department of Social and Health Services” or **“DSHS”** means the Washington State agency responsible for providing a broad array of healthcare and social services.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“HCA Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

“Health Care Authority” or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

“HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R Part 160 and Part 164.

“Managed Care Organization” or **“MCO”** is an organization having a certificate of authority or certificate of registration from the Washington State Office of the Insurance Commissioner, which contracts, with the State under a comprehensive risk contract to provide prepaid health care services to eligible beneficiaries under managed care programs.

“Medicaid” means the programs of medical assistance benefits under Title XIX of the Social Security Act and various Demonstrations and Waivers thereof.

“Memorandum of Understanding” or **“MOU”** is a business agreement for partnerships that do not involve a financial arrangement that describe the roles and responsibilities of each party to the agreement.

“OMB” is the Office of Management and Budget of the Executive Office of the President of the United States.

“Overpayment” means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute. Overpayment can also mean a payment from the Contractor to a Provider or Subcontractor to which the Provider or Subcontractor is not legally entitled (42 CFR 438.2 and RCW 41.05A.010).

“Patient Protection and Affordable Care Acts” means Public Laws 111-148 and 111-152 (both enacted in March 2010). The law includes multiple provisions that are scheduled to take effect over a matter of years, including the expansion of Medicaid eligibility, the establishment of health insurance exchanges and prohibiting health insurers from denying coverage due to pre-existing conditions.

“ProviderOne” is the Health Care Authority’s encounter reporting and payment processing system.

“RCW” is the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any Successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“Statement of Work” or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Schedule A hereto.

“Subcontract” means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Successor” means any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the original Contractor.

“Subrecipient” means a non-Federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a Beneficiary of such a program. A sub-recipient may also be a recipient of other Federal awards directly from a federal awarding agency. See OMB Circular A-133 for additional details.

“Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. See OMB Circular A-133 for additional details.

“USC” means the United States Code. All references in this Contract to USC chapters or sections will include any Successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

“**WAC**” is the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any Successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at: <http://apps.leg.wa.gov/wac/>.

3.2 DATA SECURITY DEFINITIONS

“**Authorized User(s)**” means an individual or individuals with an authorized business requirement to access HCA Confidential Information.

“**Breach**” means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality, or integrity of the Data.

“**Confidential Information**” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as “Data.”

“**Data**” means information that is disclosed or exchanged as described in this Contract. For the purposes of this Contract, Data means the same as “Confidential Information.”

“**Data Access**” refers to rights granted to Designated Staff to view and use Data for the purposes expressly authorized by this Contract.

“**Data Encryption**” refers to ciphers, algorithms or other mechanisms that will encode data to protect its confidentiality. Data Encryption can be required while data is being transmitted and/or stored, depending on the level of protection required.

“**Data Storage**” refers to the methods and technologies to be used to preserve and maintain data. Data Storage can be on off-line devices such as CD’s or on-line on Contractor servers or Contractor employee workstations.

“**Data Transmission**” refers to the methods and technologies to be used to move a copy of the Data between HCA and Contractor systems, networks and/or employee workstations.

“**Designated Staff**” means either the Contractor’s employee(s) or employee of any Subcontractor that has been delegated authority to provide Health Home Services and who is authorized by their employer to access Data.

“**Encrypt**” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to Authorized Users. Encryption must use a key length of at least 128 bits.

“**Hardened Password**” means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

- a. Passwords for external authentication must be a minimum of 10 characters long.
- b. Passwords for internal authentication must be a minimum of 8 characters long.
- c. Passwords used for system service or service accounts must be a minimum of 20 characters long.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers and any financial identifiers.

“Physically Secure” means that access is restricted through physical means to authorized individuals only.

“Portable/Removable Media” means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).

“Portable/Removable Devices” means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.

“Predictive Risk Intelligence System” or **“PRISM”** means the joint DSHS/HCA, DSHS Research and Data Analysis administered, web-based database used for predictive modeling and clinical decision support and is refreshed on a weekly basis. PRISM provides prospective medical risk scores that are a measure of expected costs in the next 12 months based on the Beneficiary's disease profiles and pharmacy utilization. PRISM identifies beneficiaries in most need of comprehensive care coordination based on risk scores; integrates information from primary, acute, social services, behavioral health, and long term care payment and assessment data systems; and displays health and demographic information from administrative data sources.

“Protected Health Information” or **“PHI”** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

“Public Information” means information that can be released to the public. It does not need protection from unauthorized disclosure, but does need protection from unauthorized change that may mislead the public or embarrass HCA.

“RDA” or **“Research and Data Analysis”** means the division of DSHS that supports analyses of Client counts, caseloads, expenditures and use rates within and between DSHS services and programs.

“Secured Area” means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

“Sensitive Information” means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.

“Tracking” means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

“Transmitting” means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.

“Trusted Systems” includes:

- (a) For physical delivery only the following methods:
 - (1) Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
 - (2) United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail;
 - (3) Commercial delivery services (e.g. FedEx, UPS, DHL) which offer Tracking and receipt confirmation; and
 - (4) The Washington State Campus mail system.
- (b) For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

“Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

3.3 HEALTH HOME DEFINITIONS

“Action” is the denial or limited authorization by the Contractor of a request health home service, including the type or level of health home service; the reduction, suspension, or termination by the Contractor of a previously authorized health home service; and the failure of the Contractor to provide authorized Health Home Services or provide Health Home Services in a timely manner.

“Allied” or **“Affiliated Staff”** means community health workers, peer counselors, wellness or health coaches or other non-clinical personnel who provide supportive services outreach and Engagement to the Beneficiary under the direction and supervision of the Health Home Care Coordinator.

“Area Agency on Aging” or **“AAA”** is a local agency that uses state and federal resources to help older persons and adults with disabilities live in their own homes and communities as long as possible, postponing or eliminating the need for residential or institutional care (such as nursing homes). AAA’s were created under the Older Americans Act of 1965.

“Authorizing Entity” is an organization contracted by the State to approve or disapprove covered benefits for Medicaid beneficiaries following utilization guidelines. Examples include but are not limited to Managed Care Organizations, Behavioral Health Organizations, Home and Community Based Services Providers.

“Beneficiary” means a Client who is eligible for Health Home Services based upon at least one Chronic Condition and being at risk of a second as determined by a predictive PRISM risk score of 1.5.

“Caregiver Activation Measure®” or **“CAM”** means an assessment that gauges the knowledge, skills and confidence essential to providing care for a person with Chronic Conditions.

“Care Coordination Organization” or **“CCO”** means an organization within the Qualified Health Home network that is responsible for delivering Health Home Services.

“Chronic Condition” means a physical or behavioral health condition that is persistent or otherwise long lasting in its effects.

“Clinical Eligibility Tool” is the referral tool used to determine if the potential Health Home Beneficiary is eligible for Health Home Services by manually entering demographic, diagnoses, and pharmacy information to calculate the individual’s expected health care expenditure risk score.

“Comprehensive Assessment Report and Evaluation” or **“CARE”** means a person centered, automated assessment tool used for determining Medicaid functional eligibility, level of care for budget and comprehensive care planning, as defined in WAC 388-106 or any Successor provisions thereto.

“Coverage Area(s)” means pre-determined geographical areas composed of specific counties. The Coverage Areas are:

- (a) Coverage Area 1: Clallam, Grays Harbor, Jefferson, Kitsap, Lewis, Mason, Pacific, and Thurston Counties.
- (b) Coverage Area 2: Island, San Juan, Skagit, Snohomish and Whatcom Counties.
- (c) Coverage Area 3: King County.
- (d) Coverage Area 4: Pierce County.
- (e) Coverage Area 5: Clark, Cowlitz, Klickitat, Skamania, and Wahkiakum Counties.
- (f) Coverage Area 6: Adams, Chelan, Douglas, Ferry, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, and Whitman Counties.
- (g) Coverage Area 7: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima Counties.

“Engagement” means the Beneficiary’s agreement to participate in Health Homes as demonstrated by the completion of the Health Action Plan.

“Fee-for-Service” or **“FFS”** means the Medicaid healthcare delivery system that provides covered Medicaid benefits to eligible beneficiaries through any willing and contracted provider where payment is made on a per service basis.

“Hallmark Events” means elevated episodes of care that have potential to seriously affect the Beneficiary’s health or health outcomes.

“Health Action Plan” or **“HAP”** means a Beneficiary prioritized plan identifying what the Beneficiary plans to do to improve his or her health.

“Health Home Care Coordination” means a person centered approach to healthcare in which a Beneficiary’s health and support needs are coordinated with the assistance of a Health Home Care Coordinator as the primary point of contact.

“Health Home Care Coordination Assignment” means the process used to determine which Health Home CCO is responsible for delivering the six Health Home Services to the Beneficiary.

“Health Home Care Coordinator” means an individual employed by the Contractor or a CCO who provides Health Home Services.

“Health Home Participation Authorization and Information Sharing Consent Form” means a form signed by the Beneficiary to confirm the Beneficiary’s consent to participate in the health home program and to authorize the release of information to facilitate the sharing of the Beneficiary’s health information.

“Health Home Services” means a group of six (6) services that coordinate care across several domains, as defined under Section 2703 of the Affordable Care Act. The six services are:

- (a) Comprehensive care management;
- (b) Care coordination and health promotion;
- (c) Comprehensive transitional care from inpatient to other settings, including appropriate follow-up;
- (d) Individual and family support;
- (e) Referral to community and social support services, if relevant; and
- (f) The use of health information technology to link services, as feasible and appropriate.

“Katz Index of Independence in Activities of Daily Living” or **“Katz ADL”** means a screening instrument used to assess basic activities of daily living in older adults in a variety of care settings.

“Long Term Services and Supports” or **“LTSS”** means the variety of services and supports that help people with functional impairments meet their daily needs for assistance in community based settings and improve the quality of their lives.

“Multidisciplinary Teams” means a group clinical and non-clinical staff such as primary care providers, mental health professionals, chemical dependency treatment providers, and social workers, community health workers, peer counselors or other non-clinical staff that facilitates the work of the Health Home Care Coordinator. Optional team members may include nutritionists/dietitians, direct care workers, pharmacists, peer specialists, family members or housing representatives.

“Parent-Patient Activation Measure®” or **“P-PAM”** is an assessment that gauges the knowledge, skills and confidence of the parent’s management of their child’s health.

“Patient Activation Measure®” or **“PAM”** is an assessment that gauges the knowledge, skills and confidence essential to managing one’s own health and healthcare.

“PRISM User Coordinator” means the employee appointed by the Contractor to be the point of contact for HCA staff and DSHS's PRISM Administration Team.

“Qualified Health Home” means an entity, qualified by the state to administer the Health Home program to eligible Beneficiaries.

“Rate Tiers” means a three tier system of payment for Health Home Services which make separate payments for:

- (a) Outreach, Engagement, and completion of the Health Action Plan (HAP);
- (b) Intensive Health Home Care Coordination; and
- (c) Low Level Health Home Care Coordination.

“Vulnerable Adult” includes a person:

- (d) Sixty years of age or older who has the functional, mental, or physical inability to care for himself or herself;
- (e) Found incapacitated under Chapter 11.88 RCW;
- (f) Who has a developmental disability as defined under RCW 71A.10.020;
- (g) Admitted to any facility;
- (h) Receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW;
- (i) Receiving services from an individual care provider; or
- (j) Who directs his or her own care and receives services from a personal aide under Chapter 74.39 RCW.

4. SPECIAL TERMS AND CONDITIONS

4.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- 4.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of this Contract;
- 4.1.2 Use of professional judgment;
- 4.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 4.1.4 Conformance with HCA directions regarding the delivery of the services;
- 4.1.5 Timely, accurate and informed communications;
- 4.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 4.1.7 Regular, punctual attendance at all meetings; and
- 4.1.8 Provision of high quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor’s performance is unsatisfactory.

4.2 TERM

- 4.2.1 The initial term of the Contract will commence on January 1, 2021, and continue through December 31, 2021, unless terminated sooner as provided herein.
- 4.2.2 This Contract may be extended through December 31, 2026 in whatever time increments HCA deems appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.
- 4.2.3 Work performed without a contract or amendment signed by the Authorized Representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

4.3 REGISTRATION WITH STATE OF WASHINGTON

The Contractor shall be responsible for registering with Washington State agencies, including but not limited to, the Washington State Department of Revenue, the Washington Secretary of State's Corporations Division and the Washington State Office of Financial Management, Division of Information Services' Statewide Vendors program.

4.4 COMPENSATION AND PAYMENT

- 4.4.1 There is no "Maximum Compensation" payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in this Contract and Schedule A: *Statement of Work*.
- 4.4.2 Payments for services rendered under this Contract shall be made within available resources from:
 - 4.4.2.1 Federal funds received under the Medical Assistance Program, CFDA # 93.778 from the United States Department of Health and Human Services; and
 - 4.4.2.2 State of Washington General Funds-State appropriations.
- 4.4.3 The Contractor shall receive payment for one encounter per Beneficiary per month upon submission and acceptance of a valid service encounter to HCA's ProviderOne payment system.
- 4.4.4 HCA shall consider payments made pursuant to this Contract to have been made timely if made by HCA within thirty (30) days of HCA's acceptance of a properly submitted service encounter, or in compliance with the Core Provider Agreement.
- 4.4.5 Payments to the Contractor are made in three Rate Tiers as follows:
 - 4.4.5.1 Outreach, Engagement, and HAP Development includes:
 - 4.4.5.1.1 Outreach by mail; phone; or other methods, continues until the eligible Beneficiary agrees to participate or declines participation in the Health Home program. Contractor must document all attempts to contact Beneficiary.

- 4.4.5.1.2 Engagement occurs when the Beneficiary agrees to a face-to-face visit between the Beneficiary and the Health Home Care Coordinator in a location of the Beneficiary's choosing, such as their home or provider's office.
- 4.4.5.1.3 HAP Development includes face-to-face visits to complete the initial HAP, the Health Home Participation Authorization and Information Sharing Consent form, and coaching to assist the Beneficiary in identifying short and long-term goals and associated Action steps.
- 4.4.5.1.4 HCA shall pay the current established Health Home rate for Outreach, Engagement, and HAP Development once in a lifetime per Beneficiary.
- 4.4.5.2 Intensive Health Home Care Coordination: This is the highest level of Health Home Care Coordination services using one (1) or more elements of the six defined Health Home Services.
- 4.4.5.3 Intensive Health Home Care Coordination includes evidence that the Care Coordinator, the Beneficiary and the Beneficiary's caregivers are:
 - 4.4.5.3.1 Actively engaged in achieving health Action goals,
 - 4.4.5.3.2 Participating in activities that support improved health and well-being; and
 - 4.4.5.3.3 Have value for the Beneficiary and caregivers, supporting an active level of care coordination through delivery of the Health Home Services.
- 4.4.5.4 At a minimum, intensive Health Home Care Coordination includes one face-to-face visit with the Beneficiary every month in which a Qualified Health Home Service is provided. Exceptions to the monthly face-to-face visit may be approved by the Contractor as long the Health Home Services provided during the month achieve one or more of the following:
 - 4.4.5.4.1 Clinical, functional, and resource use screens, including screens for depression, alcohol or substance use disorder, functional impairment, and pain appropriate to the age and risk profile of the individual;
 - 4.4.5.4.2 Continuity and coordination of care through in-person visits, and the ability to accompany Beneficiaries to health care provider appointments, as needed;
 - 4.4.5.4.3 Beneficiary assessments to determine readiness for self-management and to promote self-management skills to improve functional or health status, or prevent or slow declines in functioning;
 - 4.4.5.4.4 Fostering communication between the providers of care, including the treating primary care provider, medical specialists, personal care providers and others; and entities

- authorizing behavioral health and long-term services and supports;
 - 4.4.5.4.5 Promoting optimal clinical outcomes, including a description of how progress toward outcomes will be measured through the HAP;
 - 4.4.5.4.6 Health education and coaching designed to assist beneficiaries to increase self-management skills and improve health outcomes;
 - 4.4.5.4.7 Use of peer supports, support groups and self-care programs to increase the Beneficiary's knowledge about their health care conditions and improve adherence to prescribed treatment; and
 - 4.4.5.4.8 HCA shall pay the current established Health Home rate per Beneficiary per month for intensive Health Home Care Coordination.
- 4.4.5.5 Low-Level Health Home Care Coordination: Low-level Health Home Care Coordination occurs when the Beneficiary and Health Home Care Coordinator identify that the Beneficiary has achieved a sustainable level of progress toward meeting self-directed goals, or upon the Beneficiary's request.
- 4.4.5.5.1 Low-Level Health Home Care Coordination includes monitoring the Beneficiary's health care needs and progress toward meeting self-directed goals using one (1) or more of the six defined Health Home Services.
 - 4.4.5.5.2 At least one (1) Qualified Health Home Service must be delivered during the month through face-to-face visits or telephone calls prior to submitting a claim for low-level Health Home Care Coordination.
 - 4.4.5.5.3 HCA shall pay the current established Health Home rate per Beneficiary per month for Low-level Health Home Care Coordination.
- 4.4.5.6 The Tier will not change from month to month between Tier Two and Tier Three unless:
- 4.4.5.6.1 The client and/or their caregivers consistently demonstrate an intensive or low-level Health Home need, or;
 - 4.4.5.6.2 The client requests to change tiers.

4.4.5.7 Payment to Subcontracted Care Coordination Organizations (CCOs): The Contractor may retain up to a maximum of 10% from each rate tier listed above for administrative costs.

4.5 **CONTRACTOR and HCA CONTRACT MANAGERS**

- 4.5.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.
- 4.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding Contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.
- 4.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		HEALTH CARE AUTHORITY Contract Manager Information	
Name:		Name:	Christine Del Buono
Address:	, WA	Address:	626 8th Avenue SE Olympia, WA 98504
Phone:		Phone:	(360) 725-0832
Email:		Email:	christine.delbuono@hca.wa.gov

4.6 DATA USE, CONFIDENTIALITY, AND SECURITY

4.6.1 Justification for Data Sharing: Data is needed to facilitate the Contractor's performance of work as described in Schedule A, *Statement of Work*, of this Contract.

4.6.2 Functions of Responsible Parties: HCA, Department of Social and Health Services (DSHS), and the Contractor shall comply with the Data sharing functions and responsibilities described herein.

4.6.2.1 **HCA Functions:** HCA shall provide all technical assistance necessary for and incidental to the support of the Contractor's performance under this Contract; and monitor the use and disclosure of Data and suspend or terminate access privileges for unauthorized activity.

4.6.2.2 **DSHS Functions:** DSHS shall provide all technical assistance necessary for Predictive Risk Intelligence System (PRISM) access; and monitor continuously the use of PRISM and suspend or terminate privileges for unusual or potentially unauthorized access, uses, or disclosures.

4.6.2.3 **Contractor Functions:** The Contractor shall use the Data made available to it as a result of this Contract solely for the purposes of this Contract.

4.6.2.3.1 The Contractor Coordinator shall identify all Designated Staff who have a business need to access PRISM.

4.6.2.3.2 The Contractor shall ensure that Designated Staff complete and submit to the DSHS PRISM Administration Team necessary forms required by CMS and DSHS for Data authorization and PRISM access, including:

- i. The PRISM registration form; and
- ii. The DSHS provided spreadsheet.

4.6.2.3.3 The Contractor shall complete and maintain on file the Nondisclosure of HCA Confidential Information form (Exhibit A).

4.6.2.3.4 The Contractor shall ensure Designated Staff receive an annual written reminder of the required Nondisclosure of HCA Confidential Information requirements.

- 4.6.2.3.5 The Contractor shall promptly notify the HCA Contract Manager and the DSHS PRISM Administration Team when established Designated Staff user accounts should be removed due to employment termination, job reassignment, or other changes in circumstances.
- 4.6.2.3.6 The Contractor shall maintain and provide to HCA or DSHS upon request a list of all Subcontracted CCOs and Health Home Provider Business Associates who have accessed Data as a result of this Contract.
- 4.6.2.3.7 The Contractor shall comply with the privacy, Data security, permitted Data usage requirements and Data use restrictions contained in:
 - i. Data Security Requirements (Subsection 4.6.7.);
 - ii. Data Handling Requirements (Subsection 4.6.8.);
 - iii. Information Exchange Agreement between Centers for Medicare & Medicaid Services Washington State Health Care Authority for Disclosure of Medicare Part D Data (CMS Agreement No. 2011-13) as pertains to Medicare Data provided by the Contractor;
 - iv. Medicare Part D Data Use Agreement No. 21628, Agreement for Use of Centers for Medicare & Medicaid Services Data Containing Individual Identifiers and addenda;
 - v. Medicare Part D Attachment A; and
 - vi. HCA staff shall provide the Contractor with copies of the documents referenced under this Section of the Contract upon execution.

4.6.3 Data Classification: The Contractor's data classifications must translate to or include the following classification categories:

- 4.6.3.1 **Category 1 – Public Information:** Public Information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.
- 4.6.3.2 **Category 2 – Sensitive Information:** Sensitive Information may not be specifically protected from disclosure by law and is for official use only. Sensitive Information is generally not released to the public unless specifically requested.
- 4.6.3.3 **Category 3 – Confidential Information:** Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- 4.6.3.3.1 Personal Information about individuals, regardless of how that information is obtained;
- 4.6.3.3.2 Information concerning employee personnel records;
- 4.6.3.3.3 Information regarding IT infrastructure and security of computer and telecommunications systems; and
- 4.6.3.3.4 Business Associates Agreement (BAA) required.
- 4.6.3.4 **Category 4 – Confidential Information Requiring Special Handling:** Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:
 - 4.6.3.4.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
 - 4.6.3.4.2 Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.
 - 4.6.3.4.3 Business Associates Agreement (BAA) required.
- 4.6.4 Permitted Data Use: The Contractor shall limit its use and disclosure of HCA Data to purposes identified in this Contract.
 - 4.6.4.1 The Contractor shall obtain HCA’s authorization prior to making any reports containing results based on HCA Data publicly available.
- 4.6.5 Restrictions on Data Use: The Contractor shall:
 - 4.6.5.1 Limit the authorization and authentication of Designated Staff to only those employees whose duties include one or more of the following:
 - 4.6.5.1.1 Providing, coordinating, or managing care and/or services for Beneficiaries;
 - 4.6.5.1.2 Determining eligibility, monitoring caseloads, and/or identifying high-risk Beneficiaries;
 - 4.6.5.1.3 Quality Improvement activities; and
 - 4.6.5.1.4 Assessing, referring, and case managing Beneficiaries.
 - 4.6.5.2 Restrict access by Designated Staff to no more than the minimum amount of information necessary to perform job duties;
 - 4.6.5.3 Strictly sanction the access, use, or disclosure of Data for purposes not related to job duties. Such sanction includes dismissal if the severity of the misuse or disclosure is determined by HCA or DSHS PRISM Administration; and
 - 4.6.5.4 Limit access by Designated Staff to looking-up information on Individual Beneficiaries unless the Designated Staff person's job duties require authorized access to a list of Beneficiaries.

- 4.6.6 Data Access Requirements: HCA and DSHS PRISM Administration shall limit access by the Contractor's Designated Staff to those:
- 4.6.6.1 Who have been identified to HCA's Enterprise Technology Services (ETS) staff and DSHS's Research and Data Analysis (RDA) staff as authorized and authenticated Designated Staff;
 - 4.6.6.2 Whose duties specifically require access to such Data obtained either directly from HCA or from PRISM in the performance of their assigned duties; and
 - 4.6.6.3 Who as an employee of the Contractor shall have been notified by the Contractor of the Nondisclosure requirements specified in Exhibit A, Nondisclosure of HCA Confidential Information prior to HCA's Enterprise Technology Services staff providing Unique User ID and Hardened Password to access the Data.
 - 4.6.6.3.1 The Contractor, for its own Designated Staff, shall ensure that all receive an annual written reminder of the required HCA Data Nondisclosure requirements. The Contractor shall require that its employees with access to HCA Data complete and re-submit a new Nondisclosure form upon renewal of this Contract.
- 4.6.7 Data Security Requirements: The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information; or as permitted by law.
- 4.6.7.1 The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - 4.6.7.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
 - 4.6.7.1.2 Physically Securing any computers, documents, or other media containing the Confidential Information; and
 - 4.6.7.1.3 Ensuring the security of Confidential Information transmitted via fax (facsimile) by:
 - i. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
 - ii. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person; and

- iii. Verifying after transmittal that the fax was received by the intended recipient.

4.6.7.2 The Contractor shall not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information or Sensitive Data known to any other entity or person without the express prior written consent of HCA's Public Disclosure Office, or as required by law.

4.6.7.3 If responding to public record disclosure requests under Chapter 42.56 RCW, the Contractor agrees to notify and discuss with HCA's Public Disclosure Officer requests for all information that are part of this Contract, prior to disclosing the information. HCA upon request shall provide the Contractor with the name and contact information for HCA Public Disclosure Officer. The Contractor further agrees to provide HCA with a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

4.6.8 Protection of Data: The Contractor agrees to store and protect Data as described:

4.6.8.1 Data at Rest:

4.6.8.1.1 Data will be Encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

4.6.8.1.2 Data stored on Portable/Removable Media or Devices:

- i. Confidential Information provided by HCA on Removable Media will be Encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
- ii. HCA's Data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
 - (a) Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data;
 - (b) Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - (c) Keeping devices in locked storage when not in use;

(d) Using check-in/check-out procedures when devices are shared;

(e) Maintain an inventory of devices; and

4.6.8.2 Paper documents: Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4.6.9 Data Transmission:

4.6.9.1 When Transmitting HCA's Confidential Information electronically, including via email, the Data must be protected by using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.

4.6.9.2 When Transmitting HCA's Confidential Information via paper documents, the Contractor must use a Trusted System.

4.6.10 Data Segregation:

4.6.10.1 HCA's Data received under this Contract must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security Breach.

4.6.10.2 HCA's Data must be kept in one of the following ways:

4.6.10.2.1 on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or

4.6.10.2.2 in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or

4.6.10.2.3 in a database that will contain only HCA Data; or

4.6.10.2.4 within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or

4.6.10.2.5 when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

4.6.10.3 When it is not feasible or practical to segregate HCA's Data from non-HCA data, then both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Section 4.6.

4.6.11 Data Disposition: Upon request by HCA, at the end of the Contract term, or when the Confidential Information is no longer needed, Confidential Information/Data

must be returned to HCA or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.

4.6.11.1 Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

4.6.11.2 For HCA's Confidential Information stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4.6.8, above. Destruction of the Data as outlined in this section of the Contract may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

4.6.12 Notification of Breach or Potential Compromise:

4.6.12.1 The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the HITECH Act of ARRA 2009. Contractor shall be responsible for any cost associated with a Breach or potential compromise.

4.6.12.2 Contractor will report to HCA any acquisition, access, use or disclosure of the Protected Health Information (PHI) not provided for by this Contract or not authorized by HIPAA Rules or required by law that potentially compromises the security of the PHI. Contractor will make these reports to the HCA Privacy Officer within five (5) business days of discovery. If Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:

4.6.12.2.1 The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;

4.6.12.2.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;

4.6.12.2.3 A description of the types of PHI involved;

4.6.12.2.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;

4.6.12.2.5 Any details necessary for a determination of the potential harm to Beneficiaries whose PHI is believed to have been used or disclosed and the steps those Beneficiaries should take to protect themselves; and

4.6.12.2.6 Any other information HCA reasonably requests.

4.6.12.3 The Contractor must take actions to mitigate the risk of loss and comply with any notification requirements imposed by law or HCA including but not limited to 45 C.F.R Part 164, Subpart D; RCW 19.255.010; or WAC 284-04-625.

- 4.6.12.4 The Contractor must notify HCA in writing, as described in Section 4.6.12, within two (2) business days of determining notification must be sent to Beneficiaries.
- 4.6.12.5 At HCA's request, the Contractor will provide draft Beneficiary notification to HCA at least five (5) business days prior to notification, and allow HCA an opportunity to review and comment on the notifications.
- 4.6.12.6 At HCA's request, the Contractor will coordinate its investigation and notifications with HCA and the Office of the State of Washington Chief Information Officer (OCIO), as applicable.

4.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

- 4.7.1 In the case of notice to the Contractor:

Attention:

, WA

- 4.7.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702

- 4.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.
- 4.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

4.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

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

- 4.8.1 Applicable Federal and State of Washington statutes and regulations;
- 4.8.2 Recitals;
- 4.8.3 Special Terms and Conditions;
- 4.8.4 General Terms and Conditions;
- 4.8.5 Attachment A: Part D WA State Data Use Agreement;

- 4.8.6 Attachment B: Supplement to Data Use Agreement;
- 4.8.7 Attachment C: Part D Conflict of Interest;
- 4.8.8 Attachment D: WA State Information Exchange Agreement;
- 4.8.9 Attachment E: WA Coordination of Benefits and Quality Improvement Approval;
- 4.8.10 Schedule A(s): Statement(s) of Work;
- 4.8.11 Exhibit A: Nondisclosure of HCA Confidential Information;
- 4.8.12 Exhibit B: Federal Compliance, Certifications, and Assurances; and
- 4.8.13 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

4.9 **INSURANCE**

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract.

Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below.

- 4.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.
 - 4.9.1.1 In lieu of general liability insurance mentioned above, if the Contractor is a sole proprietor with less than three contracts, the Contractor may choose one of the following three general liability policies-but only if attached to a professional liability policy, and if selected, the policy shall be maintained for the life of this Contract:
 - 4.9.1.1.1 Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Health Care Authority (HCA), its elected and appointed officials, agents, and employees shall be named as additional insureds.
 - 4.9.1.1.2 Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Health Care Authority (HCA), and its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

- 4.9.1.1.3 Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Health Care Authority (HCA), and its elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.
- 4.9.2 Business Liability. The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and HCA shall not be held responsible for claims filed for Worker's Compensation under Title 51 RCW by the Contractor or its employees under such laws and regulations.
- 4.9.3 Insurance required of the Contractor under this Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport Clients or deliver services have personal automobile insurance and current driver's licenses.
- 4.9.4 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, 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 \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- 4.9.5 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 4.9.6 If any of the required policies provide coverage on a claims-made basis:
 - 4.9.6.1 The retroactive date must be shown and must be before the date of the Contract or of the beginning of Contract work.
 - 4.9.6.2 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, the Receiving Party must purchase "extended reporting" coverage for a minimum of 3 years after completion of Contract work.
- 4.9.7 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insured's under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the Contract.

- 4.9.8 Privacy Breach Response Coverage. Contractor must maintain insurance to cover costs incurred in connection with a Breach, or potential Breach, including:
- 4.9.8.1 Computer forensics assistance to assess the impact of the Breach or potential Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws.
 - 4.9.8.2 Notification and call center services for individuals affected by a Breach.
 - 4.9.8.3 Breach resolution and mitigation services for individuals affected by a Breach, including fraud prevention, credit monitoring and identity theft assistance.
 - 4.9.8.4 Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

The policy must be maintained for the term of this Contract and three (3) years following its termination.

5. GENERAL TERMS AND CONDITIONS

5.1 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

5.2 AMENDMENTS

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

5.3 ASSIGNMENT

- 5.3.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Schedule A, *Statement of Work*, Section 4, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 5.3.1 of the Contract will be null and void.
- 5.3.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.
- 5.3.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted Successors and assigns.

5.4 ATTORNEYS' FEES

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

5.5 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

5.6 CONTRACTOR'S PROPRIETARY INFORMATION

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

5.7 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

5.8 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. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein other than for Overpayments or actions taken by MFCD as described below), and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

5.8.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing

within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

- 5.8.2 A party's request for a dispute resolution must:
- 5.8.2.1 Be in writing;
 - 5.8.2.2 Include a written description of the dispute;
 - 5.8.2.3 State the relative positions of the parties and the remedy sought;
 - 5.8.2.4 State the Contract Number and the names and contact information for the parties;
- 5.8.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.
- 5.8.4 Disputes regarding Overpayments are governed by the Notice of Overpayment subsection of this Contract. Disputes regarding other recoveries sought by MFCD are governed by the authorities, laws, and regulations under which MFCD operates.

5.9 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 5.34 *Warranties*.

5.10 FORCE MAJEURE

If the Contractor is prevented from performing any or all of its obligations hereunder, because of a major epidemic, act of god, war, terrorist act, civil disturbance, court order, or any other cause beyond its control; such nonperformance shall not be grounds for termination for default. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to directly or indirectly provide, alternate and, to the extent practicable, comparable performance of its obligations. Nothing in this section shall be construed to prevent HCA from terminating this Contract for reasons other than for default during the period of event set forth above, or for default, if such default occurred prior to such event.

5.11 FUNDING WITHDRAWN, REDUCED OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the Effective Date of this Contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

- 5.11.1 Terminate this Contract pursuant to Section 5.32.3, *Termination for Non-Allocation of Funds*;
- 5.11.2 Renegotiate the Contract under the revised funding conditions; or
- 5.11.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency

may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

5.11.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

5.11.3.2 When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

5.11.3.3 If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the Contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

5.12 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

5.13 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the Contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

5.14 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or Breach of its confidentiality and notification obligations under Section 4.6.7, *Data Security Requirements* and Section 4.6.12, *Notification of Breach or Potential Compromise*, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

5.15 **INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

5.16 **INDUSTRIAL INSURANCE COVERAGE**

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this Contract.

5.17 **LEGAL AND REGULATORY COMPLIANCE**

5.17.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

5.17.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

5.17.3 Failure to comply with any provisions of this section may result in Contract termination.

5.18 **LIMITATION OF AUTHORITY**

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

5.19 **NO THIRD-PARTY BENEFICIARIES**

HCA and Contractor are the only parties to this Contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

5.20 **NONDISCRIMINATION**

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

5.21 NOTICE OF OVERPAYMENTS

- 5.21.1 For purposes of this Contract, the term "Overpayment" may include any payments made to the Contractor by HCA that were in an amount in excess of what the Contractor was entitled to and is not limited to the definition of "Overpayment" in RCW 41.05A.010.
- 5.21.2 HCA will issue a Notice of Overpayment to the Contractor if HCA determines that it made an Overpayment to the Contractor. The Contractor is responsible for repaying the amount specified in the Notice of Overpayment within sixty (60) calendar days from the date of receipt.
- 5.21.3 The Contractor may contest a Notice of Overpayment by requesting an adjudicative proceeding. The request for an adjudicative proceeding must:
- 5.21.3.1 Comply with all of the instructions contained in the Notice of Overpayment, in accordance with RCW 41.05A.170(1);
 - 5.21.3.2 Be received by HCA within twenty-eight (28) calendar days of service receipt of the Notice of Overpayment by the Contractor, in accordance with RCW 41.05A.170(3);
 - 5.21.3.3 Be sent to HCA by certified mail (return receipt), to the location specified in the Notice of Overpayment;
 - 5.21.3.4 Include a statement and supporting documentation as to why the Contractor thinks the Notice of Overpayment is incorrect; and
 - 5.21.3.5 Include a copy of the Notice of Overpayment.
- 5.21.4 If the Contractor submits a timely and complete request for an adjudicative proceeding, then the Office of Administrative Hearings will schedule the proceeding. The adjudicative proceeding will be governed by the Administrative Procedure Act, chapter 34.05 RCW, and chapter 182-526 WAC. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the dispute prior to the adjudicative proceeding.
- 5.21.5 If HCA does not receive a request for an adjudicative proceeding within twenty-eight (28) calendar days of service of a Notice of Overpayment the amount specified in the Notice of Overpayment will become a final debt to HCA subject to collection from the Contractor. HCA may charge the Contractor interest and any costs associated with the collection of the debt. HCA may collect an Overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; withholding the amount of the debt from any future payment to the Contractor under this Contract; or any other collection action available to HCA to satisfy the Overpayment debt.
- 5.21.6 Nothing in this Contract limits HCA's ability to recover Overpayments under applicable law.

5.22 PAY EQUITY

- 5.22.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees

to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

- 5.22.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 5.22.3 Bona fide job-related factor(s) may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 5.22.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 5.22.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

5.23 PUBLICITY

- 5.23.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 5.23.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor 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 HCA prior to such use.

5.24 RECORDS AND DOCUMENTS REVIEW

- 5.24.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, DSHS, MFCD, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A);

42 CFR 431, Subpart Q; and 42 CFR 447.202]; 42 C.F.R. § 455.21(a)(2); 42 C.F.R. § 431.107(b)(2)). A record includes but is not limited to:

- 5.24.1.1 Medical records;
 - 5.24.1.2 Billing records;
 - 5.24.1.3 Financial records;
 - 5.24.1.4 Any record related to services rendered, quality, appropriateness, and timeliness of service;
 - 5.24.1.5 Any record relevant to an administrative, civil or criminal investigation or prosecution; and
 - 5.24.1.6 Any record of a Contractor-paid claim or encounter, or a Contractor-denied claim or encounter.
- 5.24.2 Upon request, the Contractor, its provider or Subcontractor shall provide and make staff available to assist in such inspection, review, audit, investigation, monitoring or evaluation, including the provision of adequate space on the premises to reasonably accommodate HCA or other state or federal agency.
- 5.24.3 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 5.24.4 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.

5.25 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive, but are in addition to all other remedies available under law.

5.26 RIGHTS IN DATA/OWNERSHIP

- 5.26.1 HCA 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 HCA. 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.
- 5.26.2 If for any reason the Work Product would not be considered a *work for hire* under applicable law, Contractor assigns and transfers to HCA, 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.
- 5.26.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

- 5.26.4 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 HCA. 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.
- 5.26.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting 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 Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 5.26.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA 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 Preexisting Material delivered under this Contract.

5.27 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

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.

5.28 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

5.29 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors 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. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

5.30 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Data Use, Confidentiality, and Security, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

5.31 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

5.32 TERMINATION

5.32.1 TERMINATION FOR DEFAULT

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

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

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

5.32.2 TERMINATION FOR CONVENIENCE

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

5.32.3 TERMINATION FOR NONALLOCATION OF FUNDS

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

5.32.4 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

5.32.5 TERMINATION FOR CONFLICT OF INTEREST

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

5.33 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

5.34 WARRANTIES

- 5.34.1 Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- 5.34.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 5.34.3 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of

this Contract. For purposes of this section, a commitment by Contractor includes:
(i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

Schedule A

Statement of Work

1. GENERAL REQUIREMENTS:

The Contractor shall provide a community-based, integrated, Health Home program, based on the services detailed in Section 1945(h)(4) of the Social Security Act, and the Coverage Area identified in subsection 1.1 of this Contract. The Contractor is responsible for the integration and coordination of primary, acute, behavioral health (mental health and substance use disorder) and long-term services and supports for eligible beneficiaries with chronic illness across the lifespan.

- 1.1. The Contractor shall maintain a toll-free line and customer service representatives to answer Beneficiary questions regarding health home enrollment, disenrollment and how to access services or request a change of assignment to another CCO or a different Qualified Health Home, with minimum coverage 8:00 am to 5:00 pm from Monday to Friday.
- 1.2. The Contractor shall provide interventions that address the Beneficiary's medical, social, economic, behavioral health, functional impairment, cultural and environmental factors affecting health and health care choices.
- 1.3. The Contractor shall ensure a system is in place to track and share Beneficiary information and care needs across providers. The Tracking system shall be used to monitor processes of care and outcomes, and to initiate recommended changes in care necessary for Beneficiaries to achieve health action goals.
 - 1.3.1. The Contractor shall reduce duplication of services and unnecessary delays in service provision by coordinating Beneficiary information, including initial assessments and HAPs, with other Qualified Health Homes as needed when a Beneficiary changes from one Qualified Health Home or CCO to another.
- 1.4. The Contractor shall ensure Health Home Care Coordinator provides or oversees Health Home Services in a culturally and linguistically appropriate manner and addresses health disparities by:
 - 1.4.1. Interacting directly with the Beneficiary and his or her family in the Beneficiary's primary language and recognizing cultural differences when developing the HAP and administering screenings;
 - 1.4.2. Understanding the dynamics of substance use disorder and mental health conditions without judgment;
 - 1.4.3. Recognizing obstacles faced by persons with developmental, intellectual, cognitive or functional disabilities and helping them and their caregivers address those obstacles.
- 1.5. The Contractor shall maintain Memorandums of Understanding (MOUs) with organizations that authorize Medicaid services to ensure sharing of critical Beneficiary information and continuity of care is achieved. MOUs must contain information related to Beneficiary privacy and protections, data sharing, referral protocols, and sharing of prior authorizations for hospital stays when applicable.

- 1.6. The Contractor shall maintain MOUs or working agreements with hospitals for transitioning care and referring eligible Beneficiaries for Health Home Enrollment.

2. BACKGROUND CHECKS:

The Contractor shall ensure that a criminal history background check is performed on all employees, volunteers and Subcontractor staff who may have unsupervised access to children and/or Vulnerable Adults, as defined by RCW 43.43.830(14), served under this Contract.

- 2.1. Such criminal history background check shall be consistent with RCW 43.43.832, 43.43.834, RCW 43.20A.710 and Chapter 388-06 WAC.
- 2.2. The Contractor shall not give employees, volunteers, and/or Subcontractor staff access to children and/or Vulnerable Adults until a criminal history background check is performed.

3. PROFESSIONAL CREDENTIALING AND LICENSURE:

If the Contractor, its employees, and/or Subcontractors who shall be in contact with HCA Clients while performing work under this Contract must be accredited, certified, licensed or registered according to Washington state laws and regulations; the Contractor shall ensure that all such individuals do not have, and shall remain without during the term of this Contract, restrictions or sanctions placed on such accreditation, certification, license and/or registration. The Contractor shall notify the HCA Contract Manager within three (3) business days of receipt of information relating to disciplinary action against the accreditation, certification, license and/or registration of the Contractor, an employee, Subcontractor or Subcontractor employee.

4. SUBCONTRACTING:

Subcontracts as defined herein, may be used by the Contractor for the provision of any service under this Contract. However, in no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties. Nor shall it terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any Subcontractor (42 C.F.R. § 434.6 (c) & 438.230(a)).

- 4.1. Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are included in any Subcontracts.
 - 4.1.1. Contractor will ensure that all Subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract.
- 4.2. If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.3. The rejection or approval by the HCA 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 HCA.
- 4.4. HCA 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.

- 4.5. The Contractor shall maintain an adequate network of Subcontracted CCOs and other community entities sufficient in quantity and type to provide the Health Home Services appropriate to the needs of their enrolled population.
 - 4.5.1. Network adequacy for a CCO network will be determined by evidence of signed Subcontracts with at least five of the CCOs described in subsection 4.5.2.1 below.
 - 4.5.2. Two of the five Subcontracts must be with an organization that provides mental health services and an organization that provides long-term services and supports.
 - 4.5.2.1. The following CCOs meet the requirement for the “type” of CCOs within the Contractor’s network:
 - 4.5.2.1.1. Federally Qualified Health Centers;
 - 4.5.2.1.2. Area Agencies on Aging;
 - 4.5.2.1.3. Rural Health Centers;
 - 4.5.2.1.4. Behavioral Health Agencies;
 - 4.5.2.1.5. Hospitals;
 - 4.5.2.1.6. Medical or specialty centers/clinics;
 - 4.5.2.1.7. Pediatric clinics;
 - 4.5.2.1.8. Social Service Organizations; and
 - 4.5.2.1.9. Tribes or tribal health clinics.
 - 4.5.3. The Contractor must assign at least 35% of their Health Home Beneficiary population to the Subcontracted community based CCO when providing Health Home Services in each Coverage Area.
 - 4.5.4. The Contractor shall achieve and maintain an average of at least 15 percent Health Home Monthly Engagement Rate based on the HCA monthly Health Home Enrollment and Engagement report.
 - 4.5.5. The Contractor shall use the Tribal Care Coordination Organization Agreement when contracting with Tribal CCOs unless the Tribe declines.
- 4.6. Prior to receiving Beneficiary assignments, the Contractor shall ensure adequacy of Subcontracted staff resources, including an assessment of staff skills and abilities to provide Health Home Services to Beneficiaries.
- 4.7. Subcontracts shall include the following elements:
 - 4.7.1. Provisions for required disclosures of information on ownership and control of the Subcontracted entity in accordance with the requirements listed in Schedule A, *Statement of Work*, Section 10, *Program Integrity*, of this Contract;

- 4.7.2. Payment methodology, including how administration of the Subcontract will be paid;
- 4.7.3. Required documentation, such as detailed logs of Health Home Services rendered and who provided those services, such as the Care Coordinator or Affiliated Staff;
- 4.7.4. A grievance process that complies with Section 6, *Grievance and Appeal System*, of this Contract;
- 4.7.5. Incident reporting requirements that comply with Section 20.4, *Incident Reports*, of this Contract;
- 4.7.6. Provisions requiring Subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract;
- 4.7.7. Data use agreement terms and conditions;
- 4.7.8. The terms and conditions specified in Section 4.6, *Data Use, Confidentiality, and Security*, of this Contract which, by their sense and context, are intended to ensure Client confidentiality and Data security;
- 4.7.9. Provisions for secure PRISM access;
- 4.7.10. Provisions for completion of mandatory staff training requirements;
- 4.7.11. Provisions for the use of evidence-based practices and guidelines;
- 4.7.12. Provisions to establish relationships with home care providers and community resources to facilitate the care of the Beneficiary;
- 4.7.13. Provisions to establish relationships with emergency departments, urgent care units, hospital, and long term care facilities that support timely sharing of information about services accessed; and which promotes transitional health care services; and
- 4.7.14. Provisions requiring use of the six Qualified Health Home Services, including the roles and responsibilities for Health Home Care Coordinators.

5. POLICIES AND PROCEDURES:

The Contractor shall abide by all HCA policies and procedures for Health Home Services, and maintain regularly updated Contractor-specific policies and procedures that address the following:

- 5.1. The Contractor's and Subcontractor's roles and responsibilities for Beneficiary Engagement;
- 5.2. Beneficiary agreement to participate in Health Home Services;
- 5.3. Methods to identify and address Beneficiary gaps in care, through:
 - 5.3.1. Assessment of existing resources (e.g. PRISM, CARE, etc.) for evidence of standards of care and prevention appropriate to the Beneficiary's age and

- underlying Chronic Conditions;
- 5.3.2. Evaluation of Beneficiary perception of gaps in care;
- 5.3.3. Documentation of gaps in care in the Beneficiary case file;
- 5.3.4. Documentation of interventions in the HAP and progress notes;
- 5.3.5. Documentation of findings of the Beneficiary's response to interventions; and
- 5.3.6. Documentation of follow-up Actions, and the person or organization responsible for follow-up.
- 5.4. Care coordination activities that include:
 - 5.4.1. Health Home Services are provided with cultural considerations;
 - 5.4.2. Maintaining direct contact between the Beneficiary and the Health Home Care Coordinator when delivering intensive care coordination services;
 - 5.4.3. Ensuring availability of support staff to complement the work of the care coordinator;
 - 5.4.4. Screening, referral, and co-management of individuals with behavioral health, Long Term Services and Supports (LTSS), and physical health conditions;
 - 5.4.5. Ensuring an appointment reminder system is in place for Beneficiaries; and
 - 5.4.6. Tracking of Beneficiary assignment to CCOs.
- 5.5. Training requirements to meet all mandatory training expectation as described in Section 8, *Health Home Care Coordinator Qualification and Training Requirements*, of this Contract;
- 5.6. Referrals to HCA for eligibility review of any potential Beneficiary who seeks or needs Health Home Services;
- 5.7. Transitional care services for Beneficiaries transferring to or from hospitals or other inpatient settings and emergency departments;
- 5.8. Due Diligence process for contacting the Beneficiary;
- 5.9. A grievance system that complies with the requirements of this Contract;
- 5.10. Incident reporting that complies with the requirements of this Contract; and
- 5.11. The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the HITECH Act of ARRA 2009.

6. GRIEVANCE AND APPEAL SYSTEM

- 6.1. General Requirements: The Contractor shall have a grievance system that complies with the requirements of this Section and Chapter 182-557 WAC. The grievance system

shall include a grievance process and an appeal process as described in 182-557-0350 WAC.

- 6.1.1. For the purposes of this Contract, “grievance” means an expression of Beneficiary dissatisfaction about any matter other than an Action. Possible subjects for grievances include the quality of Health Home Services provided and aspects of interpersonal relationships such as rudeness.
- 6.2. Grievance Process: The following requirements are specific to the grievance process:
 - 6.2.1. Only a Beneficiary or an individual authorized in writing by the Beneficiary to act as his or her representative may file a grievance.
 - 6.2.2. The Beneficiary or the Beneficiary’s Authorized Representative may file a grievance with the Contractor or with the CCO to which the Beneficiary is assigned.
 - 6.2.3. A Health Home Care Coordinator may not file a grievance on behalf of a Beneficiary unless the Health Home Care Coordinator is acting on behalf of the Beneficiary and with the Beneficiary’s written consent.
 - 6.2.4. The Contractor shall accept, document, record, and process any grievances forwarded by HCA.
 - 6.2.5. The Contractor shall acknowledge to the Beneficiary and/or Authorized Representative receipt of each grievance, either orally or in writing, within two (2) business days.
 - 6.2.6. The Contractor shall assist the Beneficiary with all grievance processes.
 - 6.2.7. The Contractor shall cooperate with any representative authorized in writing by the Beneficiary
 - 6.2.8. The Contractor shall ensure that decision makers on grievances were not involved in previous levels of review or decision-making.
 - 6.2.9. The Contractor shall consider all information submitted by the Beneficiary or the Beneficiary’s representative.
 - 6.2.10. The Contractor shall investigate and resolve all grievances whether received orally or in writing. The Contractor shall not require a Beneficiary or his/her Authorized Representative to provide additional written follow-up for a grievance the Contractor received orally.
 - 6.2.11. The Contractor shall complete the disposition of a grievance and notify the affected parties as expeditiously as the Beneficiary’s health condition requires, but no later than forty-five (45) calendar days from receipt of the grievance.
 - 6.2.12. The Contractor must notify Beneficiaries and their Authorized Representatives (if applicable) of the disposition of grievances within five (5) business days of determination. The notification may be orally or in writing.
 - 6.2.13. The Contractor shall maintain records of all grievances.

- 6.2.13.1. All grievances shall be counted and recorded whether the grievance is remedied by the Contractor immediately or through its grievance and quality of care service procedures.
 - 6.2.13.2. Records shall include grievances handled by Subcontracted CCOs.
 - 6.2.13.3. Records of grievances shall include all expressions of Beneficiary dissatisfaction.
- 6.3. Appeal Process. The following requirements are specific to the appeal process:
- 6.3.1. The Contractor shall give the Beneficiary written notice of any Action of the Contractor that denies a request for Health Home Services; fails to act on the Beneficiary's claim for Health Home Services with reasonable promptness; authorizes a health home service in an amount, duration, or scope that is less than requested; or reduces, suspends, or terminates a previously authorized health home service. The written notice shall:
 - 6.3.1.1. State what Action the Contractor intends to take;
 - 6.3.1.2. Explain the reasons for the Contractor's intended Action;
 - 6.3.1.3. Explain the specific rule or rules that support the Contractor's Action, or the change in Federal or State law that requires the Action;
 - 6.3.1.4. Explain the Beneficiary's right to appeal the Action according to chapter 182-526 WAC;
 - 6.3.1.5. State that the Beneficiary must request a hearing within 90 days from the date that the notice of Action is mailed;
 - 6.3.1.6. State that in cases of an Action based on a change in law, the circumstances under which a hearing will be granted; and
 - 6.3.1.7. An explanation of the circumstances under which a health home service is continued if a hearing is requested.
 - 6.3.2. The Contractor must send the written notice at least 10 days before the date of Action except as permitted under 42 C.F.R. § 431.213 and § 431.214 and consistent with WAC 182-557-0350.
 - 6.3.3. A Health Home Care Coordinator may not file an appeal on behalf of a Beneficiary.
 - 6.3.4. If HCA receives a request to appeal an Action of the Contractor, HCA will provide Contractor notice of the request.
 - 6.3.5. HCA will process the Beneficiary's appeal in accordance with chapter 182-526 WAC.
 - 6.3.6. Contractor will continue the Health Home Services that are the subject of the appeal if the Beneficiary meets the requirements in chapter 182-526 WAC for continuation of services.

- 6.3.7. If the Beneficiary requests a hearing, the Contractor shall provide to HCA and the Beneficiary, upon request, and within three (3) working days, all Contractor-held documentation related to the appeal.
- 6.3.8. The Contractor is an independent party and is responsible for its own representation in any administrative hearing, subsequent review process, and judicial proceedings.
- 6.3.9. If a final order, as defined in WAC 182-526-0010, reverses a Contractor decision to deny, limit, or delay Health Home Services that were not provided while the appeal was pending, the Contractor shall authorize or provide the disputed Health Home Services promptly.

7. EQUAL ACCESS FOR BENEFICIARIES WITH COMMUNICATION BARRIERS:

The Contractor shall ensure equal access for all Beneficiaries when oral or written language creates a barrier to the provision of Health Home Services.

- 7.1. **Oral Information:** The Contractor shall ensure that interpreter services are provided for Beneficiaries with a primary language other than English, free of charge.
 - 7.1.1. Interpreter services shall be provided for all interactions between Beneficiaries and the Contractor or any of its providers including, but not limited to:
 - 7.1.1.1. All face-to-face meetings for Health Home Services
 - 7.1.1.2. All phone contacts for Health Home Services
 - 7.1.1.3. All matters related to customer service
 - 7.1.1.4. All procedures necessary to file grievances and appeals.
 - 7.1.2. HCA shall pay for interpreter services when provided by available interpreters through agencies contracted with the State to discuss Health Home Services.
 - 7.1.3. The Contractor shall pay for interpreter services when interpreters are unavailable through agencies contracted with the State.
 - 7.1.4. The Contractor shall pay for interpreter services in all administrative matters such as customer service and handling grievances.
 - 7.1.5. Hospitals are responsible to pay for interpreter services during inpatient stays.
 - 7.1.6. Public entities, such as Public Health Departments, are responsible to pay for interpreter services provided at their facilities or affiliated sites when the Beneficiary receives services provided by the public entity.
 - 7.1.7. Interpreter services include the provision of interpreters for Beneficiaries who are deaf or hearing impaired at no cost to the Beneficiary.
- 7.2. **Written Beneficiary Materials:** The Contractor shall provide all written Beneficiary materials developed by the Contractor or any Subcontractor in a language and format that may be understood by the Beneficiary.

- 7.2.1. If five percent (5%) or more of the Contractor's Health Home Beneficiaries speak a specific language other than English, written materials shall be translated into that language.
 - 7.2.1.1. HCA will translate HCA Health Home forms into the top ten (10) languages spoken in Washington State.
 - 7.2.1.2. The Contractor is responsible for translating written materials for languages outside the top ten (10) languages in Washington State.
- 7.2.2. For Beneficiaries whose language needs are not addressed by translating written materials as required in Section 7.2, *Written Beneficiary Materials*, Subsection 7.2.1, of this Contract, the Contractor shall provide and document the use one of the following alternatives when requested by the Beneficiary or the Beneficiary's Authorized Representative:
 - 7.2.2.1. Translating the material into the Beneficiary's primary reading language;
 - 7.2.2.2. Providing the material in an audio format in the Beneficiary's primary language;
 - 7.2.2.3. Having an interpreter read the material to the Beneficiary in the Beneficiary's primary language;
 - 7.2.2.4. Providing the material in another alternative medium or format acceptable to the Beneficiary; and
 - 7.2.2.5. Providing the material in English, if the Contractor documents the Beneficiary's preference for receiving material in English;
- 7.2.3. The Contractor shall ensure that all written information provided to Beneficiaries is written at the sixth grade reading level, is accurate, and not misleading.
- 7.2.4. HCA may make exceptions to the sixth grade reading level when, in the sole judgment of HCA, the nature of the materials do not allow for a sixth grade reading level or the Beneficiary's needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth grade reading level must be in writing.
- 7.2.5. Educational materials about topics such as Disease Management preventative services or other information used by the Contractor for health promotion efforts that are not developed by the Contractor or developed under contract with the Contractor are not required to meet the sixth grade reading level requirement.
- 7.2.6. The Contractor shall submit all written Beneficiary material developed by the Contractor or any of its Subcontractors to HCA for review and approval prior to distribution.

8. HEALTH HOME CARE COORDINATOR QUALIFICATION AND TRAINING REQUIREMENTS:

- 8.1. The Contractor shall ensure Health Home Care Coordinators possess one of the following licenses:

- 8.1.1. Current license as registered nurses, advanced registered nurse practitioners, licensed practical nurses, psychiatric nurses, psychiatrists, physician assistants, clinical psychologists, mental health counselors, agency affiliated counselors, marriage and family therapists or certified chemical dependency professionals, or;
- 8.1.2. Master's or Bachelor's in social work, psychology, social services, human services, behavioral sciences, or;
- 8.1.3. Certified Medical Assistants with an Associate Degree or Indian Health Services (IHS) Certified Community Health Representatives (CHR).
- 8.2. The Contractor may request an exception for candidates who do not meet the qualifications in 8.1.
- 8.3. The Contractor shall ensure that Health Home Care Coordinators and Affiliated Staff complete Client confidentiality, Data security and mandatory reporting training upon hire and annually thereafter.
- 8.4. The Contractor shall ensure that Health Home Care Coordinators complete the State-approved Health Home Care Coordinator training prior to completing a HAP.
- 8.5. The Contractor shall ensure that Health Home Care Coordinators complete the following special-topic modules through State-sponsored classroom training or using State-developed training materials published on the DSHS website within six (6) months of hire.
 - 8.5.1. Outreach and Engagement Strategies;
 - 8.5.2. Navigating the LTSS System;
 - 8.5.3. Cultural and Disability Considerations;
 - 8.5.4. Assessment Screening Tools;
 - 8.5.5. Medicare Grievances and Appeals; and
 - 8.5.6. Coaching and Engaging Clients with Mental Health Needs.
- 8.6. The Contractor shall ensure that Health Home Care Coordinators and Affiliated Staff comply with continued training requirements as necessary.
- 8.7. The Contractor shall ensure that evidence of satisfactory completion of training requirements is maintained in the appropriate personnel records.
 - 8.7.1. The Contractor shall have a Health Home Care Coordinator trainer on staff to participate in training related activities and to provide the Health Home Care Coordinator training.
 - 8.7.1.1. The Contractor may subcontract for Health Home Care Coordinator training services with another Qualified Health Home Lead Entity.
 - 8.7.2. The trainer shall be qualified by DSHS prior to providing Health Home Care Coordinator training.

- 8.7.3. Trainer qualification includes:
 - 8.7.3.1. Completion of the Health Home Care Coordinator training course;
 - 8.7.3.2. Completion of a State-sponsored trainers preparation course;
 - 8.7.3.3. Satisfactory delivery of a Health Home Care Coordinator training observed by DSHS; and
 - 8.7.3.4. Receipt of a State-issued letter authorizing the individual to provide training to Health Home Care Coordinators.
- 8.7.4. The Contractor shall ensure that the trainer uses and maintains fidelity to the State-developed Training Manual for Health Home Care Coordinators.
 - 8.7.4.1. The Health Home Care Coordinator training is delivered using all of the DSHS materials including small group activities using de-identified PRISM data training agenda, and training manual inserts, and handouts.
 - 8.7.4.2. The Contractor shall ensure that the trainer does not change, alter, or modify the State-approved Health Home Care Coordinator training, activities, curriculum or materials.
 - 8.7.4.3. The Contractor shall ensure that the trainer does not include unauthorized topics, curriculum, or material in the Health Home Care Coordinator training.

9. ELIGIBILITY AND ENROLLMENT:

HCA shall determine eligibility; identify Beneficiaries who are eligible for the Contractor's Health Home program and passively enroll eligible Beneficiaries with the Contractor.

- 9.1. Those eligible for Health Home Services must have at least one chronic condition and be at risk of a second as determined by a minimum PRISM score of 1.5 (as determined by a PRISM score under WAC 182-557-0200). The chronic conditions are:
 - 9.1.1. Mental health conditions;
 - 9.1.2. Substance use disorders;
 - 9.1.3. Asthma;
 - 9.1.4. Diabetes;
 - 9.1.5. Heart disease;
 - 9.1.6. Cancer;
 - 9.1.7. Cerebrovascular disease;
 - 9.1.8. Coronary artery disease;
 - 9.1.9. Dementia or Alzheimer's disease;
 - 9.1.10. Intellectual disability or disease;
 - 9.1.11. HIV/AIDS;
 - 9.1.12. Renal failure;

- 9.1.13. Chronic respiratory conditions;
 - 9.1.14. Neurological disease;
 - 9.1.15. Gastrointestinal disease;
 - 9.1.16. Hematological conditions; and
 - 9.1.17. Musculoskeletal conditions.
- 9.2. When a Beneficiary's PRISM score falls below 1.0 for at least six consecutive months, and the Beneficiary has not been engaged in Health Home Services, the Beneficiary's eligibility for the program will end.
- 9.3. HCA shall include a Health Home Clinical Indicator in the monthly enrollment file of Beneficiaries that meet Health Home eligibility criteria.
- 9.4. The Contractor shall ensure the Beneficiary is assigned to a Health Home CCO or internal Health Home Care Coordinator within thirty (30) days of initial date of Health Home identification and enrollment.
- 9.5. The Contractor shall accept referrals for Health Home Services from any healthcare or social service professional, whether or not the individual is contracted to provide services on behalf of the Contractor.
- 9.5.1. The Contractor shall use a standardized tool provided by the State to determine initial eligibility for Health Home Services if the Beneficiary has less than fifteen (15) months of claims history or is referred by a provider.
 - 9.5.2. The Contractor shall notify HCA when the Beneficiary has been screened. When HCA determines the Beneficiary qualifies, the Contractor shall ensure the Beneficiary receives Health Home Services unless the Beneficiary declines to participate in the program.
- 9.6. The Contractor must document in the Beneficiary record why an eligible Beneficiary declines to participate, unless the Beneficiary does not want to explain his or her decision.
- 9.7. Beneficiaries who decline to participate and opt-out from the Health Home program may re-enroll at any time as long as they are still eligible at the time of enrollment.

10. PROGRAM INTEGRITY

10.1. General Requirements

- 10.1.1. The Contractor will establish, maintain, and adhere to policies and procedures requiring Contractor's officers, employees, and agents to comply with the requirements of this Section.
- 10.1.2. The Contractor shall include Program Integrity requirements in Subcontracts entered into for the performance of services under this Contract and provider application, credentialing, and recredentialing processes.
- 10.1.3. The Contractor is expected to be familiar with, comply with, and require compliance with all regulations related to Program Integrity whether or not those regulations are listed below:

- 10.1.3.1. Section 1902(a)(68) of the Social Security Act
 - 10.1.3.2. 42 C.F.R. § 438.610
 - 10.1.3.3. 42 C.F.R. § 455
 - 10.1.3.4. 42 C.F.R. § 1000 through 1008
 - 10.1.3.5. Chapter 182-502A WAC
- 10.1.4. The Contractor shall have a staff person dedicated to working collaboratively with HCA on Program Integrity issues, including:
- 10.1.4.1. A quality control and review of encounter Data submitted to HCA.
- 10.1.5. The Contractor shall perform ongoing analysis of its utilization, claims, billing, and/or encounter Data to detect overpayments, and shall perform audits and investigations of Subcontractors, providers, and provider entities. This may include audits against all State-funded claims. For the purposes of this subsection, “overpayment” means a payment from the Contractor to a provider or Subcontractor to which the provider or Subcontractor is not entitled by law, rule, or contract, including amounts in dispute.
- 10.1.5.1. When the Contractor or the state identifies an overpayment, pursuant to Section 1128J(d) of the Social Security Act, the funds must be recovered by and returned to the state or the Contractor.
 - 10.1.5.2. To maintain compliance with Section 1128J(d) of the Social Security Act, overpayments that are not recovered by or returned to the Contractor within sixty (60) calendar days from the date they were identified and known by the provider or Subcontractor and the Contractor, may be recovered by HCA.
- 10.2. Disclosure of Information on Ownership and Control:
- The Contractor must provide the following disclosures (42 C.F.R. § 455.104):
- 10.2.1. The identification of any person or corporation with a direct, indirect or combined direct/indirect ownership interest of five percent (5%) or more of the Contractor’s equity (or, in the case of a Subcontractor’s disclosure, five percent (5%) or more of the Subcontractor’s equity);
 - 10.2.2. The identification of any person or corporation with an ownership interest of five percent (5%) or more of any mortgage, deed of trust, note or other obligation secured by the Contractor if that interest equals at least five percent (5%) of the value of the Contractor’s assets (or, in the case of a Subcontractor’s disclosure, a corresponding obligation secured by the Subcontractor equal to five percent (5%) of the Subcontractor’s assets);
 - 10.2.3. The name, address, date of birth, and Social Security Number of any managing employee of the Contractor. For the purposes of this Subsection “managing employee” means a general manager, business manager, administrator, corporate officer, director (i.e. member of the board of directors), or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. The disclosures must include the following:

- 10.2.3.1. The name, address, and financial statement(s) of any person (individual or corporation) that has five percent (5%) or more ownership or control interest in the Contractor.
 - 10.2.3.2. The name and address of any person (individual or corporation) that has five percent (5%) or more ownership or control interest in any of the Contractor's Subcontractors.
 - 10.2.3.3. Indicate whether the individual/entity with an ownership or control interest is related to any other Contractor's employee such as a spouse, parent, child, or siblings; or is related to one of the Contractor's officers, directors, or other owners.
 - 10.2.3.4. Indicate whether the individual/entity with an ownership or control interest owns five percent (5%) or greater in any other organizations.
 - 10.2.3.5. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 - 10.2.3.6. Date of birth and Social Security Number (in the case of an individual).
 - 10.2.3.7. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Qualified Health Home entity or its Subcontractor.
- 10.2.4. The Contractor must terminate or deny network participation if the provider, or any person with five percent (5%) or greater direct or indirect ownership interest in the provider, fails to submit sets of fingerprints in a form and manner to be determined by HCA within thirty (30) calendar days when requested by HCA or any authorized federal agency.
- 10.2.5. Disclosures from the Contractor are due to HCA at any of the following times: (healthhomes@hca.wa.gov)
- 10.2.5.1. When the Contractor submits a proposal in accordance with an HCA's procurement process.
 - 10.2.5.2. When the Contractor executes the Contract with HCA.
 - 10.2.5.3. Upon renewal or extension of the Contract.
 - 10.2.5.4. Within thirty-five (35) days after any change in ownership of the Contractor.
 - 10.2.5.5. Upon request by HCA.

10.3. Disclosure by Qualified Health Home:

Information on ownership and control, Subcontractors and providers:

- 10.3.1. The Contractor shall include the following provisions in its written agreements with all Subcontractors and providers who are not individual practitioners or a

group of practitioners:

- 10.3.1.1. Requiring the Subcontractor or provider to disclose to the Contractor upon contract execution [42 C.F.R. § 455.104(c)(1)(ii)], upon request during the re-validation of enrollment process under 42 C.F.R. § 455.414 [42 C.F.R. § 455.104(c)(1)(iii)], and within thirty-five (35) business days after any change in ownership of the Subcontractor or provider 42 C.F.R. § 455.104(c)(1)(iv).
- 10.3.1.2. The name and address of any person (individual or corporation) with an ownership or control interest in the Subcontractor or provider. 42 C.F.R. § 455.104(b) (1) (i).
- 10.3.1.3. If the Subcontractor or provider is a corporate entity, the disclosure must include primary business address, every business location, and P.O. Box address. 42 C.F.R. § 455.104(b) (1) (i).
- 10.3.1.4. If the Subcontractor or provider has corporate ownership, the tax identification number of the corporate owner(s). 42 C.F.R. § 455.104(b) (1) (iii).
- 10.3.1.5. If the Subcontractor or provider is an individual, date of birth and Social Security Number. 42 C.F.R. § 455.104(b) (1) (ii).
- 10.3.1.6. If the Subcontractor or provider has a five percent (5%) ownership interest in any of its Subcontractors, the tax identification number of the Subcontractor(s). 42 C.F.R. § 455.104(b) (1) (iii).
- 10.3.1.7. Whether any person with an ownership or control interest in the Subcontractor or provider is related by marriage or blood as a spouse, parent, child, or sibling to any other person with an ownership or control interest in the Subcontractor/provider. 42 C.F.R. § 455.104(b) (2).
- 10.3.1.8. If the Subcontractor or provider has a five percent (5%) ownership interest in any of its Subcontractors, whether any person with an ownership or control interest in such Subcontractor is related by marriage or blood as a spouse, parent, child, or sibling to any other person with an ownership or control interest in the Subcontractor or provider. 42 C.F.R. § 455.104(b) (2).
- 10.3.1.9. Whether any person with an ownership or control interest in the Subcontractor/provider also has an ownership or control interest in any other Medicaid provider, in the State's fiscal provider or in any managed care entity. 42 C.F.R. § 455.104(b) (4).

10.4. Information on Persons Convicted of Crimes

10.4.1. The Contractor shall include the following provisions in its written agreements with all Subcontractors and providers who are not individual practitioners or a group of practitioners:

- 10.4.1.1. Requiring the Subcontractor/provider to investigate and disclose to the Contractor, at contract execution or renewal, and upon request

of the Contractor the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XIX services program since the inception of those programs and who is (42 C.F.R. § 455.106(a)):

- 10.4.1.1.1. A person who has an ownership or control interest in the Subcontractor or provider. (42 C.F.R. § 455.106(a) (1)).
- 10.4.1.1.2. An agent or person who has been delegated the authority to obligate or act on behalf of the Subcontractor or provider. (42 C.F.R. § 455.101; 42 C.F.R. § 455.106(a) (1)).
- 10.4.1.1.3. An agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of, the Subcontractor or provider. 42 C.F.R. § 455.101; 42 C.F.R. § 455.106(a) (2).

10.5. Fraud, Waste and Abuse:

The Contractor's fraud, waste and abuse program shall have:

- 10.5.1. A process to inform officers, employees, agents and Subcontractors regarding the False Claims Act.
- 10.5.2. Administrative procedures to detect and prevent Fraud, waste and abuse, and a mandatory compliance plan.
- 10.5.3. Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and State standards.
- 10.5.4. The designation of a compliance officer and a compliance committee that is accountable to senior management.
- 10.5.5. Training for all affected parties.
- 10.5.6. Effective lines of communication between the compliance officer and the Contractor's staff and Subcontractors.
- 10.5.7. Enforcement of standards through well-publicized disciplinary policies.
- 10.5.8. Provision for internal monitoring and auditing of the Contractor and Providers.
- 10.5.9. Provision for prompt response to detected violations, and for development of corrective action initiatives.
- 10.5.10. Provision of detailed information to employees and Subcontractors regarding Fraud and abuse policies and procedures and the False Claims Act and the Washington false claims statutes, Chapter 74.66 RCW and RCW 74.09.210.
- 10.5.11. Provision for full cooperation with any federal, HCA or Attorney General

Medicaid Fraud Control Division (MFCD) investigation including promptly supplying all Data and information requested for the investigation.

10.5.12. Verification that services billed by providers were actually provided to Beneficiaries. (42 C.F.R. § 455.20).

10.6. Referrals of Allegations of Potential Fraud and Invoking Provider Payment Suspensions.

The Contractor shall establish policies and procedures for referring all identified allegations of potential Fraud to HCA. When HCA notifies the Contractor that a credible Allegation of Fraud exists, the Contractor shall follow the provisions for payment suspension contained in this Section.

10.6.1. When the Contractor has concluded that an allegation of potential Fraud exists, the Contractor shall make a Fraud referral to HCA within five (5) business days of the determination. The referral must be [emailed](mailto:HotTips@hca.wa.gov) to HCA at HotTips@hca.wa.gov.

10.6.2. When HCA determines the Contractor's referral of potential Fraud is a credible Allegation of Fraud, HCA shall notify the Contractor's compliance officers.

10.6.2.1. To suspend Provider payments, in full, in part, or if a good cause exception exists to not suspend.

10.6.2.1.1. Unless otherwise notified by HCA to suspend payment, the Contractor shall not suspend payment of any Provider(s) identified in the referral.

10.6.2.2. Whether HCA or appropriate law enforcement agency, accepts or declines the referral.

10.6.2.2.1. If HCA or appropriate law enforcement agency accepts the referral, the Contractor must "stand-down" and follow the requirements in the Investigation subsection of this Section.

10.6.2.2.2. If HCA or appropriate law enforcement agency decline to investigate the potential Fraud referral, the Contractor may proceed with its own investigation and comply with the reporting requirements contained in Section 10.

10.6.3. Upon receipt of payment suspension notification from HCA, the Contractor shall send notice of the decision to suspend program payments to the Provider within five (5) calendar days of HCA's notification to suspend payment, unless an appropriate law enforcement agency requests a temporary withhold of notice.

10.6.3.1. Within thirty (30) calendar days if requested by HCA, or law enforcement in writing to delay sending such notice. The request for delay may be renewed in writing no more than twice and in no event may the delay exceed ninety (90) calendar days.

10.6.4. The notice must include or address all of the following (42 C.F.R. § 455.23(2)):

- 10.6.4.1. State that payments are being suspended in accordance with this provision;
- 10.6.4.2. Set forth the general allegations as to the nature of the suspension Action. The notice need not disclose any specific information concerning an ongoing investigation;
- 10.6.4.3. State that the suspension is for a temporary period and cite suspension will be lifted when notified by HCA that it is no longer in place.
- 10.6.4.4. Specify, when applicable, to which type or types of claims or business units the payment suspension relates; and
- 10.6.4.5. Where applicable and appropriate, Inform the provider of any appeal rights available to this provider, along with the provider's right to submit written evidence for consideration by the Contractor
- 10.6.5. All suspension of payment Actions under this Section will be temporary and will not continue after either of the following:
 - 10.6.5.1. The Contractor is notified by HCA or appropriate law enforcement agency that there is insufficient evidence of Fraud by the Provider; or
 - 10.6.5.2. The Contractor is notified by HCA or appropriate law enforcement agency that the legal proceedings related to the Provider's alleged Fraud are completed.
- 10.6.6. The Contractor must document in writing the termination of a payment suspension and issue a notice of the termination to the Provider. A copy must be sent to HCA at ProgramIntegrity@hca.wa.gov.
- 10.6.7. HCA may find that good cause exists not to suspend payments, in whole or in part, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible Allegation of Fraud if any of the following are applicable:
 - 10.6.7.1. A law enforcement agency has specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.
 - 10.6.7.2. Other available remedies are available to the Contractor, after HCA approves the r remedies as more effective or timely, to protect Medicaid funds.
 - 10.6.7.3. HCA determines, based upon the submission of written evidence by the Contractor, individual or entity that is the subject of the payment suspension, there is no longer a credible Allegation of Fraud and that the suspension should be removed. HCA shall review evidence submitted by the Contractor or Provider. The Contractor may include a recommendation to HCA. HCA shall direct the Contractor to continue, reduce or remove the payment suspension within thirty (30) calendar days of having received the evidence.

- 10.6.7.4. Beneficiary access to items or services would be jeopardized by a payment suspension because of either of the following:
 - 10.6.7.4.1. An individual or entity is the sole community physician or the sole source of essential specialized services in a community.
 - 10.6.7.4.2. The individual or entity serves a large number of Beneficiaries within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.
- 10.6.7.5. A law enforcement agency declines to certify that a matter continues to be under investigation.
- 10.6.7.6. HCA determines that payment suspension is not in the best interests of the Medicaid program.
- 10.6.8. The Contractor shall maintain for a minimum of six (6) years from the date of issuance all materials documenting:
 - 10.6.8.1. Details of payment suspensions that were imposed in whole or in part; and
 - 10.6.8.2. Each instance when a payment suspension was not imposed or was discontinued for good cause.
- 10.6.9. If the Contractor fails to suspend payments to an entity or individual for whom there is a pending investigation of a credible Allegation of Fraud without good cause, and HCA directed the Contractor to suspend payments, HCA may impose sanctions.
- 10.6.10. If any government entity, either from restitutions, recoveries, penalties or fines imposed following a criminal prosecution or guilty plea, or through a civil settlement or judgment, or any other form of civil action, receives a monetary recovery from any entity, the entirety of such monetary recovery belongs exclusively to the State of Washington and the Contractor has no claim to any portion of this recovery.
- 10.6.11. Furthermore, the Contractor is fully subrogated, and shall require its Subcontractors to agree to subrogate, to the State of Washington for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the Contractor or Subcontractor has or may have against any entity that directly or indirectly receives funds under this Contract including, but not limited to, any health care provider, manufacturer, wholesale or retail supplier, sales representative, laboratory, or other provider in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other health care related products or services.
- 10.6.12. Any funds recovered and retained by a government entity will be reported to the actuary to consider in the rate-setting process.
- 10.6.13. For the purposes of this Section, "subrogation" means the right of any State of

Washington government entity or local law enforcement to stand in the place of a Contractor or Client in the collection against a third party.

10.7. Investigations

- 10.7.1. The Contractor shall cooperate with all state and federal agencies that investigate fraud, waste and abuse.
- 10.7.2. The Contractor is responsible for investigating Individual Fraud, waste, and abuse.
- 10.7.3. The Contractor shall maintain all records, documents and claim Data for Beneficiaries, providers and Subcontractors who are under investigation by any state or federal agency in accordance with retention rules or until the investigation is complete and the case is closed by the investigating state or federal agency.
- 10.7.4. The Contractor shall comply with directives resulting from the state or federal agency investigations.
- 10.7.5. The Contractor shall request a refund from a third-party payor, provider or Subcontractor when an investigation indicates that such a refund is due. These refunds must be reported to HCA as Overpayments.
- 10.7.6. The Contractor shall submit to HCA on occurrence a list of terminations report including Providers terminated due to sanction, invalid licenses, services, billing, data mining, investigation and any related Program Integrity termination. The Contractor shall send the report electronically to HCA at ProgramIntegrity@hca.wa.gov with subject "Program Integrity list of Terminations Report." The report must include all of the following:
 - 10.7.6.1. Individual Provider/entities' name;
 - 10.7.6.2. Individual Provider/entities' NPI number
 - 10.7.6.3. Source of termination;
 - 10.7.6.4. Nature of the termination; and
 - 10.7.6.5. Legal action against the individual/entities.

10.8. Excluded Individual and Entities:

The Contractor is prohibited from paying with funds received under this Contract for goods and services furnished, ordered or prescribed by excluded individuals and entities (social security act (SSA) section 1903(i)(2) of the act; 42 C.F.R. § 455.104, 42 C.F.R. § 455.106, and 42 C.F.R. § 1001.1901(b)).

- 10.8.1. The Contractor shall monitor for excluded individuals and entities by:
 - 10.8.1.1. Screening Contractor and Subcontractor individuals and entities with an ownership or control interest during the initial provider

application, credentialing and recredentialing processes and prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Contract and payable by a federal health care program.

- 10.8.1.2. Screening individuals during the initial provider application, credentialing and recredentialing process and before entering into a contractual or other relationship where the individual would benefit directly or indirectly from funds received under this Contract or payable by a federal health care program.
- 10.8.1.3. Screening, the LEIE and SAM lists monthly by the 15th of each month for all Contractor and Subcontractor individuals and entities with an ownership or control interest, individuals defined as affiliates, as defined in the Federal Acquisition Regulation, of a person described in paragraph (a) (1), and individuals that would benefit from funds received under this Contract for newly added excluded individuals and entities. (42 C.F.R. § 438.610(a), 42 C.F.R. § 438.610(b), SMD letter 2/20/98)).
- 10.8.2. The Contractor will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity effective with the date of exclusion. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.
- 10.8.3. The Contractor shall immediately terminate any employment, contractual and control relationships with any excluded individual or entity discovered during its provider screening processes, including the provider application, credentialing and recredentialing, and shall report these individuals and entities within ten (10) business days of discovery.
- 10.8.4. Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to Beneficiaries. (SSA section 1128A (a) (6) and 42 C.F.R. § 1003.102(a) (2)).
- 10.8.5. An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of 5 percent or more, or are a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control, or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 C.F.R. § 455.104(a), and 42 C.F.R. § 1001.1001(a) (1)).
- 10.8.6. In addition, if HCA notifies the Contractor that an individual or entity is excluded from participation by HCA, the Contractor shall terminate all beneficial, employment, and contractual and control relationships with the excluded individual or entity immediately (WAC 182-502-0030).
- 10.8.7. The HCA will validate that the Contractor is conducting all screenings required by this Section during its annual monitoring review.

10.9. Reporting

- 10.9.1. All Program Integrity notification and reporting to HCA shall be in accordance

with the provisions of the General Terms and Conditions of this Contract unless otherwise specified herein.

10.9.2. If the Contractor suspects Client/member/Beneficiary fraud, the Contractor shall notify the HCA Division of Audit, Integrity & Oversight (DAIO) of any cases in which the Contractor believes there is a serious likelihood of Beneficiary fraud by:

10.9.2.1. Sending an email to WAHeligibilityfraud@hca.wa.gov; or

10.9.2.2. Calling the Division of Audit, Integrity & Oversight (DAIO) at 360-725-0934 and leaving a detailed voice mail message; or

10.9.2.3. Faxing the written complaint to Attention Division of Audit, Integrity & Oversight (DAIO) at -360-763-4716; or

10.9.2.4. Mailing a written referral to:

Health Care Authority
Attention: DAIO
P.O. Box 45503
Olympia, WA 98504-5503

10.9.3. The Contractor is responsible for investigating Client fraud, waste and abuse and referring Client fraud to HCA DAIO. The Contractor shall provide initial allegations, investigations and resolutions of Client fraud to HCA DAIO.

10.9.4. Any excluded individuals and entities discovered in the screening described in Section 10.5, *Fraud, Waste and Abuse*, of this Contract, including the provider application, credentialing and recredentialing processes, must be reported to HCA within five (5) business days of discovery.

10.9.5. The Contractor shall investigate and disclose to HCA, at Contract execution or renewal, and upon request of HCA, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XXI services program since the inception of those programs and who is an agent or person who has been delegated the authority to obligate or act on behalf of the Contractor.

10.10. Access to Records and On-site Inspections

10.10.1. Upon request, the Contractor and the Contractor's providers and Subcontractors shall allow HCA or any authorized state or federal agency or duly Authorized Representative with access to the Contractor's and the Contractor's providers and Subcontractors premises during normal Business Hours to inspect, review, audit, investigate, monitor or otherwise evaluate the performance of the Contractor and its providers and Subcontractors. The Contractor and its providers and Subcontractors shall forthwith produce all records, documents, or other Data requested as part of such inspection, review, audit, investigation, monitoring or evaluation. Copies of records and documents shall be made at no cost to the requesting agency. (42 C.F.R. § 455.21(a)(2); 42 C.F.R. § 431.107(b)(2)). A record includes but is not limited to:

- 10.10.1.1. Medical records;
 - 10.10.1.2. Billing records;
 - 10.10.1.3. Financial records;
 - 10.10.1.4. Any record related to services rendered, quality, appropriateness, and timeliness of service;
 - 10.10.1.5. Any record relevant to an administrative, civil or criminal investigation or prosecution; and
 - 10.10.1.6. Any record of a Contractor-paid claim or encounter, or a Contractor-denied claim or encounter.
- 10.10.2. Upon request, the Contractor, its provider or Subcontractor shall provide and make staff available to assist in such inspection, review, audit, investigation, monitoring or evaluation, including the provision of adequate space on the premises to reasonably accommodate HCA or other state or federal agency.
- 10.11. Affiliations with Debarred or Suspended Persons
- 10.11.1. The Contractor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than five percent (5%) of the Contractor's equity who has been debarred or suspended from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.
 - 10.11.2. The Contractor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than five percent (5%) percent of the Contractor's equity who is affiliated with another person who has been debarred or suspended from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.
 - 10.11.3. The Contractor shall not have an employment, consulting, or any other agreement with a debarred or suspended person or entity for the provision of items or services that are significant and material to this Contract. The Contractor shall agree and certify it does not employ or contract, directly or indirectly, with:
 - 10.11.3.1. Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 (42 U.S.C. § 1320a-7) or 1128A (42 U.S.C. § 1320a) of the Social Security Act for the provision of health care, utilization review, medical social work, or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual;
 - 10.11.3.2. Any individual or entity discharged or suspended from doing business with the HCA; or

10.11.3.3. Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act.

10.12. Background Checks:

The Contractor shall ensure that a criminal history background check is performed on all employees, volunteers and Subcontractor staff who may have unsupervised access to children and/or Vulnerable Adults, as defined by RCW 43.43.830(14), served under this Contract.

10.12.1. Such criminal history background check shall be consistent with RCW 43.43.832, 43.43.834, RCW 43.20A.710 and Chapter 388-06 WAC.

10.12.2. The Contractor shall not give employees, volunteers, and Subcontractor staff access to children and/or Vulnerable Adults until a criminal history background check is performed.

10.13. Professional Credentialing and Licensure:

If the Contractor, its employees, and/or Subcontractors who shall be in contact with HCA Clients while performing work under this Contract must be accredited, certified, licensed or registered according to Washington state laws and regulations; the Contractor shall ensure that all such individuals do not have, and shall remain without during the term of this Contract, restrictions or sanctions placed on such accreditation, certification, license and/or registration. The Contractor shall notify the HCA Contract Manager within three (3) business days of receipt of information relating to disciplinary action against the accreditation, certification, license and/or registration of the Contractor, an employee, Subcontractor or Subcontractor employee.

11. CARE COORDINATION ORGANIZATION (CCO) ASSIGNMENT:

Whenever possible, the Contractor shall assign Health Home Beneficiaries to one of its Subcontracted community based CCOs or internal Health Home Care Coordinator using a smart assignment process that takes into account the Beneficiary's preferred provider(s). This shall be achieved by:

- 11.1. Using PRISM or other Data systems to match the Beneficiary to the CCO that provides most of the Beneficiary's needed services;
- 11.2. Providing the Beneficiary the option to choose a CCO; and
- 11.3. Upon the Beneficiary's request, the Contractor shall transfer care coordination assignment to another of its Subcontracted CCOs.

12. BENEFICIARY ENGAGEMENT:

- 12.1. The Contractor shall ensure the CCO maintains a Beneficiary contact log that includes the date of assignment to the CCO or internal Health Home Care Coordinator, the date the Client agrees to participate, the date and purpose of each contact, and identifies the staff that interacts with the Beneficiary.*
- 12.2. The Contractor shall allow Beneficiaries who decline to participate in the Health Home program to re-enroll at any time as long as they are still eligible at the time of enrollment in accordance with the HCA's enrollment rules.

- 12.3. The Contractor shall coordinate with the Medicare Advantage Health Plan to connect beneficiaries to Health Home services through the Part C Dual Eligible Special Needs Plan (DSNP) when a beneficiary enrolls in a DSNP.

13. HEALTH ACTION PLAN (HAP):

The Contractor shall ensure that initial HAPs are completed in-person within ninety (90) calendar days from the date of enrollment with the Contractor. HAP updates and renewals may be completed face-to-face, which can include in-person, or the use of HIPAA-compliant telehealth.

- 13.1. The Contractor shall ensure that the Health Home Care Coordinator meets in person with each Beneficiary at the Beneficiary's choice of location to explain, develop, and complete the initial HAP. A completed HAP includes documentation that the Beneficiary agreed to participate in the Health Home program. Initial and subsequent HAPs shall:
 - 13.1.1. Be developed with input from the Beneficiary and/or the Beneficiary's caregiver(s).
 - 13.1.2. Be developed with consideration of the Beneficiary's medical record, PRISM Data, treatment plans, CARE assessments, previous screens and assessments if available.
 - 13.1.3. Document the Beneficiary's diagnosis, long term goals, short term goals, and related action steps to achieve those goals.
 - 13.1.4. Include the required BMI, Katz Index of Independence in Activities of Daily Living (Katz ADL), and PSC-17, or PHQ-9 screening scores.
 - 13.1.5. Include the Patient Activation Measure (PAM®), Parent-Patient Activation Measure (P-PAM®), or Caregiver Activation Measure (CAM®) screening level and score.
 - 13.1.6. Include the other applicable screenings that were administered.
 - 13.1.6.1. Additional screenings shall be completed, in alignment with state training, at the professional discretion of the Care Coordinator or when indicated:
 - By the assessment
 - By a diagnosis or
 - When the beneficiary identifies a concern related to pain, substance use disorder, falls, or anxiety
 - 13.1.7. HAPs shall include the reason the Beneficiary declined assessment or screening tools when applicable.
- 13.2. HAPs shall be reviewed and updated by the Health Home Care Coordinator at a minimum:
 - 13.2.1. After every four (4) month activity period to update the PAM®, P-PAM®, CAM®, BMI, Katz ADL, PSC-17, and PHQ-9 screening scores and reassess the Beneficiary's progress towards meeting self-identified health action goals, add new goals, or change in current goals; or

- 13.2.2. Whenever there is a change in the Beneficiary's health status, or a change in the Beneficiary's needs or preferences.
- 13.3. Completed and updated HAP Data shall be submitted to HCA through the OneHealthPort Health Information Exchange using the published Implementation Guide and shall be preserved in the Contractor's local records for evaluation purposes.
- 13.4. A completed and updated HAP with the Beneficiary's goals and action steps must be provided to the Beneficiaries, and with consent of the Beneficiary, the Beneficiary's caregiver and family in a format that is easily understood. Any additional information shall be included as an addendum.
- 13.5. Upon request, completed and updated HAPs shall be shared with other individuals identified and authorized by the Beneficiary on the signed Health Home Participation Authorization and Information Sharing Consent form. These individuals may include, but are not limited to: family, caregivers, primary care providers, mental health treatment providers, and authorizers of LTSS, and/or chemical dependency treatment providers.
- 13.6. Review section 2, *Information Sharing Consent*, of the Health Home Participation Authorization and Information Sharing Consent form with the Beneficiary at a minimum of once per year.
- 13.7. A beneficiary reentering the Health Home program, after disenrolling, will have a new opt in date generated upon agreeing to participate in the program. An initial Tier One HAP will not be completed for those beneficiaries who have completed one previously. A HAP will be completed appropriate for their Care Coordination Tier.

14. COMPREHENSIVE CARE MANAGEMENT:

The Contractor shall ensure the CCO provides and documents Comprehensive Care Management interventions that recognize and are tailored to the medical, social, economic, behavioral health, functional impairment, cultural and environmental factors impacting the Beneficiary's health and health care choices.

- 14.1. The Contractor shall ensure the Health Home Care Coordinator provides continuity of care and timely care management interventions including:
 - 14.1.1. Assessing Beneficiary readiness for self-management, promotion of self-management skills, and progress toward achieving health action goals;
 - 14.1.2. Promoting participation in improving self-management skills and clinical outcomes;
 - 14.1.3. Facilitating achievement of self-directed health action goals designed to attain recovery, improve functional status, or prevent or slow declines in functioning;
 - 14.1.4. Resolving any barriers to achieving health action goals;
 - 14.1.5. Enabling access to peer supports, support groups and self-care programs to increase the Beneficiary's knowledge about his or her health care conditions and improve adherence to prescribed treatment;
 - 14.1.6. Ensuring Beneficiaries are accompanied when necessary to critical health care and social service appointments to assist the Beneficiary in achieving his or her

health action goals; and

- 14.1.7. Facilitating and enabling access to transportation and interpreter services.
- 14.2. The Health Home Care Coordinator shall routinely reassess the Beneficiaries activation level to determine the appropriate coaching methodology and develop a teaching and support plan that includes:
 - 14.2.1. Introduction of customized educational materials according to the Beneficiary's readiness for change;
 - 14.2.2. Progression of customized educational materials in combination with the Beneficiary's level of confidence and self-management abilities;
 - 14.2.3. Documentation of wellness and prevention education specific to the Beneficiary's Chronic Conditions, including assessment of need and facilitation of routine preventive care, support for improving social connections to community networks, and linking the Beneficiary with resources that support a health promoting lifestyle;
 - 14.2.4. Documentation of opportunities for mentoring and modeling communication with health care providers provided through joint office visits and communications with health care providers by the Beneficiary and the Health Home Care Coordinator; and
 - 14.2.5. Links to resources for, but not limited to, smoking prevention and cessation, substance use disorder prevention, nutritional counseling, obesity reduction and prevention, increasing physical activity, disease specific or chronic care management self-help resources, and other services, such as housing based on individual needs and preferences.

15. CARE COORDINATION AND HEALTH PROMOTION:

The Health Home Care Coordinator shall develop and execute cross-system care coordination activities to assist Beneficiaries in accessing and navigating needed services.

- 15.1. The Contractor shall ensure the Health Home Care Coordinator has primary responsibility for the Beneficiary's care coordination.
- 15.2. Collaboration shall be facilitated with Multidisciplinary Teams such as primary care providers, mental health professionals, chemical dependency treatment providers, social workers and Allied Staff to address the full breadth of clinical and social service needs for individuals with complex Chronic Conditions, mental health and substance use disorder issues and who need for LTSS.
 - 15.2.1. Multidisciplinary Team members shall have access to or be providers from the local community that authorize Medicaid, state or federally funded mental health, long-term services and supports (including the direct care workforce), chemical dependency and medical services. This group may include Managed Care Organizations (MCOs) or Behavioral Health Services Only (BHSOs), Home and Community Services (HCS), Community Mental Health Agencies (CMHAs), Area Agencies on Aging (AAAs), Substance Abuse Disorder Providers and community supports that assist with housing.

- 15.2.2. Optional Multidisciplinary Team members may include nutritionist/dieticians, direct care workers, pharmacists, peer specialists, family members and housing representatives.
- 15.2.3. Effective and timely communication shall be maintained with Multidisciplinary Team members and entities authorizing Medicaid services in order to discuss any changes in Beneficiary circumstances, condition, or HAP.
- 15.2.4. Direct care providers, paid and unpaid, who have a role in supporting the Beneficiary shall be leveraged to help achieve health action goals and access health care services.
- 15.2.5. Communication, coordination, and care management functions shall not be duplicated between the CCO and other Medicaid case managers involved in the Beneficiary's care.
- 15.2.6. Care coordination activities and communication shall be documented in the Beneficiary's record of services.

16. COMPREHENSIVE TRANSITIONAL CARE:

The Contractor shall ensure the CCO provides comprehensive transitional care to prevent avoidable readmission after discharge from an inpatient facility (hospital, rehabilitative, psychiatric, skilled nursing, substance use disorder treatment or residential habilitation setting) and to ensure proper and timely follow-up care.

16.1. Transitional care planning includes:

- 16.1.1. A notification system between the Contractor and facilities that provide prompt notification of a Beneficiary's admission or discharge from an emergency department or inpatient setting
- 16.1.2. Participation by the Health Home Care Coordinator in appropriate phases of care transition, including discharge planning, face-to-face meetings and follow-up telephone calls;
- 16.1.3. Participation of formal or informal caregivers as requested by the Beneficiary;
- 16.1.4. Documented transition planning details such as medication reconciliation, follow-up with providers, and monitoring;
- 16.1.5. Communication of Hallmark Events;
- 16.1.6. Beneficiary education that supports discharge care needs including medication management, encouragement and intervention to assure follow-up appointments are attended, and follow-up for self-management of chronic or acute conditions, including information on when to seek medical care and emergency care;
- 16.1.7. Follow-up protocols to identify and engage Beneficiaries that do not receive post discharge care; and
- 16.1.8. Progress notes or a case record that documents all communication and transition activity.

- 16.2. The Contractor may employ staff that have been trained and hired specifically to provide transitional services, as long as the Health Home Care Coordinator is an active participant in all phases of the transitional planning process.
- 16.3. The Contractor shall ensure that transitional care services rendered under this Contract do not duplicate those provided by other organizations funded to provide care transition.

17. INDIVIDUAL AND FAMILY SUPPORTS:

The Contractor shall ensure the Health Home Care Coordinator with Beneficiary's consent involves individual and family supports in care coordination, care management, and transitional care activities, including:

- 17.1. Identification of the role that families, informal supports and paid caregivers provide to achieve the Beneficiary's self-management and optimal levels of physical and cognitive function;
- 17.2. Education and support of self-management, self-help, recovery, and other resources necessary to achieve the Beneficiary's health action goals;
- 17.3. Documents discussion of advance care planning within the first year of the Beneficiary's agreement to participate in the Health Home program; and
- 17.4. Communication and information sharing with the Beneficiary's family and other caregivers with appropriate consideration of language, activation level, literacy, and cultural preferences.

18. REFERRALS TO COMMUNITY AND SOCIAL SUPPORT SERVICES:

The Contractor shall ensure the Health Home Care Coordinator identifies, refers, and facilitates access to relevant community and social support services that support the Beneficiary's health action goals.

- 18.1. Referrals shall be made to coordinate services with appropriate departments of local, state, and federal governments, as well as with community-based resources;
- 18.2. Referrals to community resources shall include long-term services and supports, mental health, substance use disorder, and other community and social supports;
- 18.3. Referrals to community resources shall be documented in the Beneficiary's record and as appropriate in the HAP; and
- 18.4. Assist the Beneficiary to obtain and maintain eligibility for health care services, disability benefits, housing, and legal services not provided through other case management systems.

19. ACCESS AND USE OF HEALTH INFORMATION TECHNOLOGY:

The Contractor and Subcontracted CCO network of providers shall use available health information technology (HIT) and access Data available from Medicaid MCOs or the State's FFS systems.

- 19.1. The Contractor shall ensure the Subcontracted CCO network of providers:

- 19.1.1. Use HIT to identify and support management of high-risk Beneficiaries in care management;
- 19.1.2. Use conferencing audio, video and/or web deployed solutions to support case consultation and team-based care when security protocols and precautions are in place to protect PHI;
- 19.1.3. Use HIT to track and share Beneficiary information and care needs across providers, to monitor processes of care and outcomes, and to initiate changes in care as necessary;
- 19.1.4. Use HIT registries and referral Tracking systems to facilitate coordination and inform treatment providers;
- 19.1.5. Track service utilization and quality indicators and provide timely and actionable information to Health Home Care Coordinators regarding under, over, or inappropriate utilization patterns; and
- 19.1.6. Utilize a system with hospitals to provide the CCO prompt notification of a Beneficiary's admission to and/or discharge from an emergency department or inpatient setting.

20. REPORTING REQUIREMENTS:

The Contractor shall maintain the ability to collect, report, and share Data and information with HCA, DSHS, and affiliated providers of Health Home Services.

- 20.1. **Encounter Data Submission:** The Contractor shall submit electronic encounter Data to HCA for payment in accordance with the HCA Encounter Data Reporting Guide.
 - 20.1.1. The Contractor shall submit encounter Data for individual Beneficiaries after the provision of eligible Health Home Services.
 - 20.1.2. The Contractor shall incorporate any changes made by HCA to the Encounter Data Reporting Guide no later than 90 days from the date of change.
- 20.2. **Quality Reports:** The Contractor shall submit quarterly quality reports to HCA via HCA's Managed File Transfer (MFT) every three (3) months in the current report format provided by HCA in accordance with the following reporting periods:
 - 20.2.1. January through March due May 1;
 - 20.2.2. April through June due August 1;
 - 20.2.3. July through September due November 1; and
 - 20.2.4. October through December due February 1.
 - 20.2.5. Reports using the incorrect report template will be returned to the Contractor to resubmit within two (2) business days.
- 20.3. **General Administrative Office (GAO) Measures:** HCA and DSHS are required to report four specific measures about the initial HAP completion to CMS. To facilitate this the Contractor shall report the specified requested information monthly using the GAO measure collection tool developed by DSHS. This report is due the third week of each month starting February 2018.
- 20.4. **Incident Reports:** The Contractor shall have a designated incident manager responsible for meeting the requirements of this Section.
 - 20.4.1. The Contractor shall report all instances of suspected abuse, abandonment, neglect and/or exploitation of Beneficiaries to 1-866-END-HARM.
 - 20.4.2. Notification must be made to the HCA during the business day in which the Contractor becomes aware of such an event. If the Contractor becomes aware of the event after Business Hours, notice must be given as soon as possible during the next business day.
 - 20.4.3. The Contractor shall notify HCA of any incident of which it becomes aware as described below:
 - 20.4.3.1. Any injury to the Beneficiary requiring Action by the Health Home Care Coordinator to ensure emergency medical care is provided;
 - 20.4.3.2. Any mental health crisis that occurs in the presence of the Health Home Care Coordinator requiring intervention by law enforcement or

medical personnel; and

- 20.4.3.3. Any event involving a credible threat towards the Health Home Care Coordinator or Affiliated Staff. A credible threat is defined as “a communicated intent (veiled or direct) in either words or actions of intent to cause bodily harm and/or personal property damage to a staff member or a staff member’s family.
- 20.4.4. The Contractor shall report incidents via HCA’s Managed File Transfer (MFT) in the format developed by HCA.
- 20.4.5. The Contractor shall incorporate any changes made by HCA to the Incident Report format no later than 30 days from the date of change.
- 20.4.6. HCA or DSHS may require the Contractor to initiate a comprehensive review of an incident.
- 20.4.7. The Contractor shall fully cooperate with any investigation initiated by HCA or DSHS and shall provide requested information within the timeframes specified.
- 20.4.8. DSHS and HCA have the authority to obtain information directly from any involved provider or party.
- 20.4.9. An incident shall be considered unresolved until the following information is provided:
 - 20.4.9.1. A summary of any incident debriefings or review process dispositions;
 - 20.4.9.2. The present physical location of the Beneficiary if known. If the Beneficiary cannot be located, the Contractor shall document the steps that the Contractor took to attempt to locate the Beneficiary by using available local resources; and
 - 20.4.9.3. Documentation of whether the Beneficiary is receiving or not receiving Health Home Services from the Contractor at the time the incident is being closed.

21. AFFILIATIONS WITH DEBARRED OR SUSPENDED PERSONS

- 21.1. The Contractor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than five percent (5%) of the Contractor’s equity who has been debarred or suspended from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.
- 21.2. The Contractor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than five percent (5%) percent of the Contractor’s equity who is affiliated with another person who has been debarred or suspended from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.

- 21.3. The Contractor shall not have an employment, consulting, or any other agreement with a debarred or suspended person or entity for the provision of items or services that are significant and material to this Contract. The Contractor shall agree and certify it does not employ or contract, directly or indirectly, with:
- 21.3.1. Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 (42 U.S.C. § 1320a-7) or 1128A (42 U.S.C. § 1320a) of the Social Security Act for the provision of health care, utilization review, medical social work, or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual;
 - 21.3.2. Any individual or entity discharged or suspended from doing business with the HCA; or
 - 21.3.3. Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act.

22. TRIBAL CARE COORDINATION ORGANIZATION

- 22.1. Contractor must contract with the Tribe as a Care Coordination Organization in order to receive the Indian Health Service (IHS) payment for Health Home services provided to tribal members.
- 22.1.1. HCA will pay for Health Home services provided by a Tribal Care Coordination Organization at the established Indian Health Service rate, plus an additional 8.5% of the IHS rate for accepted IHS encounters for administrative costs, when:
 - 22.1.1.1. A Health Home Care Coordinator from the contracted Tribal Care Coordination Organization provides Health Home services to American Indian or Native Alaskan members enrolled in the Health Home program; and
 - 22.1.1.2. The service is provided in a face-to-face setting in a location of the member's choice; and
 - 22.1.1.3. The Tribal Care Coordination Organization invoices the Contractor appropriately using the Tribal National Provider Identifier (NPI) and taxonomy code 208D00000X.
 - 22.1.2. Encounters that do not meet the criteria above will be reimbursed at the current established Health Home rates.

23. CONTRACTOR REQUESTED TERMINATION

- 23.1. The Contractor shall submit their request to terminate this Contract in writing to HCA via the Health Home email box.
- 23.1.1. HCA must receive the written request no less than 90 days prior to the requested termination date.
 - 23.1.2. The termination date shall be the last day of the month of the Contractor's

requested termination.

23.2. The Contractor will create a transition plan to include the following:

23.2.1. List of engaged Clients with the following fields:

23.2.1.1. Client demographics including Name, ProviderOne ID, Date of Birth, Address, City, and County;

23.2.1.2. Initial HAP date; and

23.2.1.3. Current CCO.

23.2.2. List of Clients never Engaged;

23.2.3. Training obligations;

23.2.4. Timeline and plan to manage the following:

23.2.4.1. Opt-outs and due diligence lists;

23.2.4.2. Billing;

23.2.4.3. HAP uploads to OneHealthPort;

23.2.4.4. Documentation transfer;

23.2.4.5. Record storage;

23.2.4.6. GAO reports;

23.2.4.7. Access to Contractor platform and other systems; and

23.2.4.8. List of CCOs and current CCO contact information.

23.2.5. Biweekly meetings with HCA to track implementation and progress of the transition plan.

24. TERMINATION OR EXPIRATION PROCEDURES

The following terms and conditions apply upon Contract termination or expiration:

24.1. HCA, in addition to any other rights provided in this Contract, may require the Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

24.2. HCA shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by HCA's program staff and the amount agreed upon by the Contractor and HCA for:

24.2.1. Completed work and services for which no separate price is stated;

24.2.2. Partially completed work and services;

24.2.3. Other property or services which are accepted by HCA's program staff; and

24.2.4. The protection and preservation of property, unless the termination is for default, in which case the Agent or designee shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of Section 5.8, *Disputes*, of this Contract. HCA may withhold from any

amounts due the Contractor such sum as the Agent or designee determines to be necessary to protect HCA against potential loss or liability.

24.3. The rights and remedies of HCA provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

24.3.1. After receipt of notice of termination, and except as otherwise directed by the Agent or designee, the Contractor shall:

24.3.1.1. Stop work under this Contract on the date, and to the extent specified in the notice;

24.3.1.2. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;

24.3.1.3. Assign to HCA, in the manner, at the times, and to the extent directed by the Agent or designee, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;

24.3.1.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the Agent or designee to the extent the Agent or designee may require, which approval or ratification shall be final for all the purposes of this Section;

24.3.1.5. Transfer title to HCA and deliver in the manner, at the times, and to the extent directed by the Agent or designee any property which, if this Contract had been completed, would have been required to be furnished to HCA;

24.3.1.6. Complete performance of such part of the work as shall not have been terminated by the Agent or designee; and

24.3.1.7. Take such action as may be necessary, or as the Agent or designee may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which HCA has or may acquire an interest.