

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "Agreement"), is effective the ___ day of _____, 2017, (the "Effective Date") by and between **Community Health Plan of Washington**, a Washington State not for profit corporation ("CHPW") and **King County** a Government Entity ("Contractor").

RECITALS

- A. CHPW is a 501(c)(4) tax exempt entity and a Washington State certified health care services contractor and provider of covered healthcare services to individuals enrolled in its benefit plans ("Members") certified by the National Committee for Quality Assurance;
- B. The parties anticipate that the services provided to CHPW by Contractor may be expanded from time to time through additional Statement of Work ("SOWs") under the terms and conditions of this Agreement.

In consideration of the Recitals and the promises herein, the parties agree as follows:

I. CONTRACTOR OBLIGATIONS

1.1 Services.

- 1.1.1 During the term of this Agreement, Contractor will provide the services as set forth herein, including any duly executed SOW (the "Services").
- 1.1.2 This Agreement does not anticipate and may not be used for clinical healthcare provider (physician, mid-level, facility, etc) services.
- 1.1.3 Contractor has and will maintain all of the licenses, permits, registrations, and other governmental authorizations required to conduct its business and perform the Services.
- 1.1.4 Reporting Obligation. In its provision of Services, Contractor shall be directly accountable to CHPW's Director of Provider Relations & Contracting. Contractor's Bill Wilson (Phone 206.263.8949, Billr.Wilson@KingCounty.gov) will serve as the contact for CHPW regarding performance of the Services.

1.2 Statements of Work.

- 1.2.1 The parties must complete and sign a written SOW for any project for which Contractor is compensated hereunder.
- 1.2.2 Each SOW hereunder shall be in writing and describe in detail the nature of the Services, the rate of pay or other compensation to be paid for such Services and other relevant expectations and standards associated with the Services in the SOW.
- 1.2.3 The parties may enter into multiple written SOWs (which shall be sequentially identified as "Exhibit A", "Exhibit B", etc) provided the writing associated with each subsequent SOW:
- (i) states that the SOW is governed by this Agreement;
 - (ii) identifies in detail the goods, Services, and compensation to be exchanged by the parties, including a "not to exceed" total compensation figure; and
 - (iii) is signed by all parties.
- 1.2.4 If there is a conflict or inconsistency between this Agreement and any provision in a SOW, this Agreement will govern unless the provision in the SOW explicitly states that it intends to override the conflicting provision in this Agreement.

1.3 Taxes. Contractor will pay all taxes on its income as well as all compensation, taxes and insurance associated with its employees or approved subcontractors.

1.4 Reporting Requirements. Contractor shall provide CHPW with a written report regarding Contractor's provision of Services as specified in a SOW, as required to meet CHPW's obligations under federal or state law or regulation or under CHPW's contracts with state and federal agencies, or as otherwise agreed to by the parties. Contractor agrees to reprocess and correct any report errors brought to its attention by CHPW.

1.5 Outside Obligations. Contractor's other business relationships with other persons or entities will not interfere with the performance of its obligations hereunder.

1.6 Invoicing. By the 10th day of each month, Contractor shall provide to CHPW an invoice detailing the Services provided pursuant to each active SOW in the prior calendar month, in the format requested by CHPW. Contractor shall separately identify applicable sales, use, service or other such taxes on each invoice.

II. CHPW OBLIGATIONS

2.1 Taxes. CHPW will pay applicable Federal, state and local taxes including sales, use, service or other such taxes associated with its receipt of the Services.

2.2 CHPW Premises. If Contractor will provide Services on CHPW premises, CHPW will provide the space, furniture, fixtures, equipment, and supplies that CHPW, in its sole discretion, deems reasonably necessary for the provision of Services. Contractor shall use such only for the

performance of the Services required by this Agreement, and not for Contractor's own private use. In such instance, Contractor's personnel may be required to attend up to 5 hours of CHPW training and follow reasonable CHPW protocols for contractors who are on site (e.g. carry a photo badge, agree to criminal background check, etc). Contractor and its personnel will not be reimbursed by CHPW for their time while attending such training

III. COMPENSATION AND PAYMENT

- 3.1 CHPW shall pay each undisputed invoice from Contractor within forty-five (45) days of its receipt of such invoice at the rate set forth in Exhibit A and subsequent SOWs, if any. CHPW may withhold the disputed portion of an invoice in good faith if it notifies Contractor within thirty (30) days of the basis for the dispute and timely pays the undisputed amount.
- 3.2 Contractor shall reimburse CHPW for any overpayment made hereunder within thirty (30) days of Contractor's discovery or CHPW's written notification of such overpayment. CHPW shall remit to Contractor any underpayment within thirty (30) days of receipt of Contractor's invoice substantiating such underpayment. Upon reasonable notice of intent, each party has the right of offset as to any amounts owed to either party against any amount owed by the other party.

IV. TERM and TERMINATION.

- 4.1 **Term.** This Agreement shall be for an initial term commencing on the Effective Date and expiring one year thereafter (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, unless or until a party provides written notice to the other party of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.
- 4.2 **Effect of SOW on Term.** If the parties enter into an additional SOW during a term of this Agreement that anticipates the provision of Services thereunder extending beyond the term of the Agreement, that SOW shall extend the applicable terms of this Agreement to that SOW, until the provision of Services under that SOW is complete.
- 4.3 **Termination.** This Agreement shall terminate upon the first of the following to occur.
 - 4.3.1 **Termination Without Cause.** Either party may terminate this Agreement without cause upon at least one hundred twenty (120) days' prior written notice to the other party.
 - 4.3.2 **Termination With Cause.** Either party may terminate this Agreement, for cause, upon thirty (30) days' written notice to the other party specifying the cause. The violating party shall have thirty (30) days to rectify the cause, and if the cause is not rectified within that thirty day period, this Agreement shall automatically terminate. "Cause" for termination includes a party's material breach of its obligations hereunder.
 - 4.3.3 **Jeopardy.** Notwithstanding anything to the contrary herein, if either party's performance of any term hereof jeopardizes CHPW's license, participation in or reimbursement from Medicare, Medicaid or other state, federal or third party programs, ability to seek or maintain NCQA or other applicable accreditation, or its tax-exempt status, if either party is excluded from participation in Medicare or Medicaid; or if for any other reason

performance is deemed illegal or unethical by any recognized body in the insurance or healthcare industry, CHPW may terminate this Agreement.

4.3.4 If an assignment of a party's business for the benefit of creditors is made, if a petition in bankruptcy is filed by or against a party, if a receiver or similar officer is appointed to take charge of all or part of a party's property, or if a party is adjudicated bankrupt, the other party may terminate this Agreement upon written notice to such party.

4.4 Effect of Termination or Expiration.

4.4.1 Financial. Termination or expiration of this Agreement shall not terminate the rights or liabilities of either party arising prior to the effective date of termination or expiration, and the parties shall true up their financial relationship for services through the effective date. To the extent a discount applied during the term hereof, the discount shall be applied on a pro-rata basis through the effective date of termination. Unless explicitly specified herein, no termination penalty shall apply.

4.4.2 Transition. The parties shall cooperate with each other to complete their remaining obligations hereunder and ensure a smooth and seamless transition of duties. Upon a party's reasonable request, the other party shall provide information relevant to the transition of duties and shall return the requesting party's information and property.

V. GENERAL

5.1 Protected Information. CHPW and Contractor each agree to protect the confidentiality of Protected Information and comply with state and federal laws, including HIPAA and 42 C.F.R. Part 2, governing the confidentiality and security of Protected Information. CHPW and Contractor each acknowledge that sections of the HIPAA Privacy Rule, HIPAA Security Rule, and 42 C.F.R. Part 2 may apply to the Services, and CHPW and Contractor each agree to comply with such rules and regulations as applicable and as further described in the Business Associate Agreement between the parties. "Protected Information" means all of the following information related to a Member: protected health information, as defined under in 45 C.F.R. §160.103; any substance use disorder-protected record, as defined in 42 C.F.R. Part 2; and all other personal or health information protected by federal or state law or regulation.

5.2 Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the CHPW for any purpose. The Contractor is and will remain an independent contractor in his relationship to the CHPW. The CHPW shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against CHPW hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

5.3 Compliance.

5.3.1 Each party shall comply in all material respects with requirements of applicable federal and state laws and regulations, the terms of this Agreement and applicable terms and conditions set forth in CHPW's contracts with state and federal agencies obligating it to administer all or some of the Benefit Plans.

5.3.2 Each party agrees to require that all subcontracts related to this Agreement will be written and will specify that the subcontractor must also comply with such applicable federal and state laws, regulations and requirements and with terms of this Agreement.

5.3.3 As a condition to entering into this Agreement, and in compliance with 42 CFR 455.101-106, Contractor shall provide to CHPW a completed, accurate Disclosure of or Change in Ownership and Control Interest form. Contractor shall promptly provide updates to the Disclosure of or Change in Ownership and Control Interest form when information on the current form changes. Failure to provide a complete accurate form or updates to it shall be deemed a material breach of this Agreement.

5.4 **Notice.** All notices or other communications required or permitted to be given hereunder shall be in writing and deemed to have been delivered to a party upon: (i) personal delivery to that party; (ii) if simultaneously mailed as provided herein, upon: (a) electronically confirmed delivery by facsimile to the telephone number provided by the party for such purposes; or (b) electronic mail transmission to the electronic mailbox provided by the party for such purposes; (iii) upon deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (iv) four (4) business days following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party as set forth below, or to another address that the party provides by notice to the other party:

Community Health Plan of Washington ATTN: Dorothy Hardin 1111 Third Ave, Suite 400 Seattle, WA 98101 With copy to Legal Department email: Dorothy.Hardin@CHPW.org	King County Attn: Bill Wilson 500 4th Avenue, Room 620 Seattle, WA 98104 email: Billr.Wilson@KingCounty.gov
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5.5 **Expenses.** Except as specifically provided herein, each party shall bear its own expenses related to its performance hereunder, including legal and accounting fees.

5.6 **Assignment.** Contractor may not assign or transfer this Agreement without CHPW's prior written consent, which shall not be unreasonably withheld. Any assignment without such consent shall be of no force and effect. This Agreement shall be binding on the parties' successors and lawful assigns.

5.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington, except to the extent pre-empted by federal law. Venue for any action or proceeding on this Agreement shall be in Seattle, Washington.

5.8 **No Third Party Rights.** Nothing herein shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party.

5.9 **Survival.** Whether specifically identified or not, obligations of the parties, that, by their nature or content would continue beyond the expiration or termination of this Agreement, shall survive such expiration or termination, and the statute of limitations shall not begin to run until the time such obligations have been fulfilled.

5.10 Entire Agreement. This Agreement, including Attachments 1 and 2, CHPW Standard Terms and Condition and Business Associate Agreement, respectively, and any SOWs attached hereto and incorporated herein, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous or contemporaneous agreements and understandings with respect to such subject matter.

5.11 Construction. This Agreement may be amended in writing if signed by an authorized representative of each party. If any provision herein is held invalid or unenforceable, the invalid provision will be amended to achieve as nearly as possible the same economic and operational effect as the original provision, and the remainder of this Agreement will remain in full force. Waiver by either party of a breach of any provision herein by the other party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching party. The captions and headings appearing herein are for reference only and will not be considered in construing this Agreement. As used in this Agreement, "including" means "including without limitation." Ambiguities shall be reasonably construed in accordance with all relevant circumstances shall not be construed against either party, irrespective of which party is deemed to have authored the ambiguous provision. The rights of each party granted herein are cumulative and are in addition to any others that a party is entitled to by law. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Community Health Plan of Washington

King County

Signature

Signature

Stephen Andryszewski
Chief Financial Officer

By: Abie Castillo

By: _____

Title: SVP, Provider Svcs/Network Dvlpmt

Title: _____

Date: _____

Date: 7-27-2017

ATTACHMENT 1

COMMUNITY HEALTH PLAN STANDARD TERMS and CONDITIONS

1. **Related Party Transactions.** All contracts involving CHPW and a disqualified person are subject to additional scrutiny and may require the approval or re-approval of the CHPW Board of Directors or a Subcommittee of the CHPW Board of Directors.
2. **Warranties.**
 - 2.1 Contractor makes the following representations and warranties:
 - 2.1.1 Contractor is duly licensed or otherwise authorized to provide the Services.
 - 2.1.2 The Services will conform to the specifications provided herein and will be performed in a professional, competent and timely manner by appropriately qualified personnel that have the requisite knowledge, training, ability and applicable licensure or credentials to perform the assigned work hereunder in accordance with applicable state and federal laws and regulations, industry standards including accreditation standards of the NCQA.
 - 2.1.3 Neither Contractor nor its employees are now or have ever been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Contractor shall promptly notify CHPW of any threatened, proposed, or actual exclusion of Contractor or any of its employees from any federally funded health care program. If Contractor or any of its employees is excluded from participation in any federally funded health care program during the term hereof, or if, at any time, it is determined that Contractor is in breach of this Section 2.1.3, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.
 - 2.1.4 The goods and services provided hereunder shall be offered to CHPW at fees not greater than fair market value. Upon request of CHPW, Contractor shall provide information sufficient to allow CHPW to justify the fair market value of compensation paid hereunder.
 - 2.1.5 All Services to be provided hereunder, whether by Contractor directly or by Contractor's employees or approved sub-contractors, shall comply with applicable CHPW policies and procedures, CHPW's State and Federal contractual obligations, federal, state and local statutes, laws, rules, regulations, accreditation standards and requirements of Medicare or Medicaid or other federal or state health programs, the Health Insurance Portability and Accountability Act of 1996, all regulations promulgated thereunder, NCQA standards, and any changes to such statutes, laws, rules, regulations, standards and requirements. To the extent that any such policies, State and Federal contractual obligations, procedures, statutes, laws, rules, regulations, accreditation standards and requirements are not directly applicable to Contractor but are directly applicable to CHPW, Contractor shall provide Services and/or goods hereunder in a manner that enables CHPW to comply with such rules, regulations and accreditation standards or requirements.
 - 2.2 CHPW shall notify Contractor in writing of a breach of the foregoing warranties within thirty (30) days of the date it discovers such breach, whereupon Contractor shall promptly remedy such breach within a reasonable time, not to exceed thirty (30) days from receipt of such notice and at no

additional expense to CHPW. If Contractor, after using its best efforts, is unable to remedy such breach, CHPW may terminate this Agreement and seek remedies available at law and as agreed herein.

2.3 Contractor shall fully indemnify and hold harmless CHPW against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any breach of this Agreement by Contractor, or due to Contractor's exclusion from a federally funded health care program, or due to Contractor's failure to pay its employees or subcontractors. Contractor's liability shall be limited to 2 x its fees earned in connection with services under this Agreement.

3. Responsibility for Own Acts.

Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused by said party, its employees, agents or subcontractors. If a claim is made against both parties, each party shall cooperate in the defense of said claim and cause its insurers to do likewise. Each party shall, however, retain the right to take any action it believes necessary to protect its own interests.

4. Confidentiality.

4.1 Each party shall keep confidential the other party's proprietary or confidential information, including information related to finances, methods of operation and competition, pricing, operations, personnel, enrollees, patients, computer programs and files, business strategies including cost data, utilization review techniques, medical management, quality assurance protocols, patents, trade secrets, know-how and other proprietary processes, and information included in manuals or memoranda, as they may now exist or may be developed, including work product and information that Contractor generates in its performance hereunder (collectively, "Confidential Information").

4.2 Neither party shall disclose the other party's Confidential Information, in whole or in part, directly or indirectly, to any person, firm, association or other entity for any unauthorized reason or purpose nor shall a party use any such confidential and proprietary information or property for its own purposes or for the benefit of any other person, firm, or entity unless (i) such information is or becomes generally available to the public other than as a result of an unauthorized disclosure by the disclosing party or (ii) such information is required to be disclosed by law or by a judicial, administrative or regulatory authority or (iii) as necessary to enforce its rights and perform its agreements and obligations hereunder. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information. Neither party shall use the other's name, logo, trademark or other identifying information or make any public communication or advertisement without the express written consent of the other party.

4.3 Prior to reporting any actual or perceived violation of law to any governmental entity, Contractor and its employees will first discuss any potential legal or compliance matter with CHPW's Director of Compliance and/or Legal Counsel and, unless otherwise required by law, will provide CHPW with an opportunity to investigate and appropriately report any compliance matter reported by Contractor or its employees.

5. Record Retention, Inspections and Audits.

- 5.1 **Monitoring, Oversight.** CHPW may monitor, evaluate or audit Contractor's performance through review of content and timeliness of reports and by audits of Contractor's processes related to the performance of Services hereunder. Contractor shall facilitate and participate in monitoring and oversight activities which shall be performed in accordance with applicable federal and state laws and regulations, NCQA requirements, CHPW Policies, and this Agreement.
- 5.2 Contractor shall prepare, protect and maintain appropriate administrative and financial records covering its provision of Services. At CHPW's written request and on reasonable notice, Contractor shall make available such records for inspection, examination and copying by CHPW or authorized government agencies.
- 5.3 Each party shall provide access upon reasonable notice, during regular business hours, to the other party and to government agencies to periodically inspect or audit its books and records relating to the performance of this Agreement as required to comply with 42 C.F.R. 420.302(b); 42 C.F.R. 422.504(d)(1)(i); 42 C.F.R. 431.107(b)(2); 42 C.F.R. 455.21(a)(2); and 42 USC 1395x(v)(I). Such access shall be limited to that necessary to perform the inspection or audit and to certify the nature and extent of the costs of the Services provided hereunder. Each party shall retain and protect all such books and records for at least ten (10) years from the date this Agreement terminates. Each party acknowledges that certain government agencies, including the Secretary of the U.S. Department of Health and Human Services ("HHS") and the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, have the right to inspect and audit each party's books and records for ten (10) years beyond the termination of this Agreement or until the completion of any governmental audit that pertains to such books and records, whichever is later, unless: (i) the HHS determines there is special need to retain a particular record or group of records for a longer period and notifies the party at least thirty (30) days before the normal disposition date; (ii) there has been a termination, dispute, or allegation of fraud or similar fault by either party, in which case the retention may be extended to six (6) years from the date of any resulting final resolution of the termination, dispute, fraud, or similar fault; or (iii) HHS determines that there is a reasonable possibility of fraud or similar fault, in which HHS may inspect, evaluate, and audit either party at any time. Without limiting the foregoing, following the commencement of any audit by a government agency, the party subject to the audit shall retain its relevant books and records until completion of said audit. The provisions of this Section 5.3 shall survive termination of this Agreement for the period of time required by state and federal law.

6. Relationship of the Parties. CHPW and Contractor are separate legal entities and independent contracting parties. Each party shall exercise ultimate control over its assets, operations, employees and subcontractors; and retain ultimate authority and responsibility in exercising its powers, duties and responsibilities subject to the rights and responsibilities assumed herein. This Agreement shall not be interpreted to create a joint venture, partnership or other business combination subjecting either party to any obligation to third parties except to the extent explicitly provided herein.

7. Insurance.

- 7.1 Contractor shall, at its sole expense, maintain the following insurance and coverage limits to cover all of its Services in the minimum amounts specified except as otherwise agreed:

7.1.1 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for commercial general liability;

7.1.2 Applicable state statutory limits for workers compensation; and

7.1.3 Any other usual and customary policies of insurance applicable to the Services being performed.

7.2 By requiring insurance, CHPW does not represent that coverage and limits will necessarily be adequate to protect Contractor. Such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted herein. Contractor will obtain all insurance coverage specified herein from insurers with a current A.M. Bests financial rating of A-with FSC of VI or better. All policies shall be primary with respect to any insurance maintained by Contractor. If Contractor procures a "claims-made" policy to meet the insurance requirements herein, Contractor shall purchase "tail" coverage that provides for an indefinite reporting period upon the termination of any such policy or upon termination of this Agreement. Contractor will promptly notify CHPW of any material change in the carrier or in the amount or scope of coverage. Contractor shall provide a certificate of insurance coverage within ten (10) days of CHPW's request. Failure to maintain the required insurance may result in termination of this Agreement.

7.3 CHPW shall, at its sole expense, maintain the following insurance coverage limits in the minimum amounts specified except as otherwise agreed.

7.3.1 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for commercial general liability;

7.3.2 Applicable state statutory limits for workers compensation; and

7.3.3 Any other customary policies of insurance applicable to the work being performed.

8. Ownership. CHPW retains all ownership, title to and other rights in all data, materials, forms, equipment and supplies obtained by Contractor from CHPW. Works of authorship, reports, deliverables, and inventions that are designed, created, developed or conceived in connection with the Services (collectively, the "Work Product") will be considered "works made for hire" as defined in the Copyright Act at 17 U.S.C. Section 101. To the extent the Work Product is not "work made for hire," Contractor hereby assigns all rights in the Work Product to CHPW. Contractor will execute any assignments and other documents, and take any other action as CHPW reasonably requests, without payment of additional consideration, as may be necessary or advisable to convey full ownership of all intellectual property rights to the Work Product and to protect CHPW's interest in the Work Product. This ownership provision does not apply to Contractor's pre-existing intellectual property or to any invention or other creative works for which no CHPW data, equipment, supplies, facility, or confidential information was used and which was developed entirely on Contractor's own time, and which do not relate to CHPW activities or the Services.

9. CHPW Policies. Contractor shall use commercially reasonable efforts to perform all Services in a manner that complies with applicable CHPW policies, procedures, manuals, performance standards and requirements (collectively, "CHPW Policies") provided to Contractor by CHPW and or displayed on the

CHPW website at www.CHPW.org. Contractor may use its own policies and procedures in performing Services, provided that such policies and procedures satisfy the requirements of the CHPW Policies.

10. Disaster Recovery/Business Continuation Plan. Contractor will maintain a Disaster Recovery/Business Continuation Plan (“Disaster Plan”) that sets forth a strategy to reasonably respond to an event that impacts Contractor’s ability to timely perform its obligations hereunder, including a system breakdown and natural or man-made disaster. The Disaster Plan will include application and system recovery and/or manual procedures as well as operating procedures to enable continued provision of Services within 48 hours of a disaster or system failure. Contractor will maintain or contract for a computing environment which includes required hardware, software, network, power and other related equipment or software necessary to execute the Disaster Plan. Contractor will test its Disaster Plan in accordance with the requirements of the HIPAA Security Rule, but at least annually and in the event of a major change in the company environment, and provide CHPW with results. CHPW or its designee may audit Contractor’s Disaster Plan to monitor performance hereunder. Subject to the foregoing, neither party shall be liable for any delay to perform its responsibilities hereunder which are beyond a party’s reasonable control, including delay or failure due to strikes, labor disputes, riots, earthquakes, extreme weather conditions, fires, explosions, embargoes, war or other outbreak of hostilities, acts of terrorism or government acts or regulations.

11 Dispute Resolution. Each party shall cooperate in good faith and deal fairly in its performance hereunder to accomplish the parties’ objectives and avoid disputes. The parties will promptly meet and confer to resolve any problems that arise. If a dispute is not resolved, the parties will participate in and equally share expenses of a mediation conducted by a neutral third-party professional. If the dispute is not resolved through mediation, either party may request binding arbitration which shall be conducted in Seattle, Washington in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The final decision of the arbitrator shall be set forth in writing and signed by the arbitrator and shall be binding on each party. Nothing herein will prevent either party from seeking injunctive or provisional relief in an appropriate forum to protect or preserve such party’s intellectual property rights.

12. Compliance. Each party shall comply with applicable federal and state laws and regulations, including Medicare laws, regulations and CMS instructions, 42 USC §1396a(a)(43), 42 USC §1396d(r), 42 C.F.R. 438(6)(1), Title XIX and Title XXI of the Social Security Act; Title VI of the Civil rights Act of 1964 implemented by regulations at 45 CFR Part 84; the Age Discrimination Act of 1975 implemented by regulations at 45 CFR Part 91; the Rehabilitation Act of 1973; Americans With Disabilities Act; Health Insurance Portability and Accountability Act and administrative simplification rules at 45 CFR parts 160, 162, and 164; Budget Deficit Reduction Act of 2005; Title IX of the Education Amendments of 1972; American Recovery and Reinvestment Act; Patient Protection and Affordable Care Act; Health Care and Education Reconciliation Act; Mental Health Parity and Addiction Equity Act; 42 CFR 438; 45 CFR 96; applicable provisions of Federal criminal law, False Claims Act 32 U.S.C. 3729 et seq.; Washington Medicaid False Claims Act; Anti-kickback Act at Section 1128B(b); and laws applicable to recipients of Federal funds; Washington Medicaid program’s Federal 1915(b) Mental Health Waiver and any successor 1915(b) waivers; Revised Code of Washington Chapters 70.02, 70.96A, 71.05, 71.24, 71.34, 43.20A; Washington Administrative Code Chapters 388-865, 388-810.

13. Federal Funds. Each party shall remain in good standing with applicable regulatory agencies. Each party is subject to laws applicable to individuals and entities receiving federal funds and shall

inform all related entities, and approved subcontractors that payments they receive are, in whole or in part, from federal funds. This Agreement shall be interpreted and performed in a manner that results in compliance with such legal obligations and standards.

14. **Discrimination.** Neither party shall discriminate against any person because of race, color, national origin, ancestry, religion, gender, marital status, age, sexual orientation, presence of physical or mental handicaps, and any other reason(s) prohibited by law, in its provision of Services or employment practices.

**ATTACHMENT 2
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("BAA") between **Community Health Plan of Washington** ("Covered Entity") and **King County** ("Business Associate") is entered into and effective as of _____, 2017 (the "Effective Date").

RECITALS

- A. Covered Entity is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Covered Entity must comply with the Administrative Simplification Provisions of HIPAA and with the applicable provisions of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), including the HIPAA Rules (defined in Article 1 of this BAA).
- B. Covered Entity and Business Associate have entered into discussions for the purpose of considering a potential business relationship between them (the "Transaction") where such discussions may require the exchange of Covered Entity's Protected Health Information.
- C. Business Associate is a business associate under HIPAA. Business Associate must comply with the provisions of the HIPAA Rules made applicable to Business Associates pursuant to the HITECH Act, and with all other applicable provisions of the HITECH Act.
- D. Covered Entity is not permitted to allow Business Associate to create, receive, maintain, or transmit Protected Health Information on behalf of Covered Entity without satisfactory assurances that Business Associate will appropriately use and safeguard the information. Covered Entity will only disclose Protected Health Information to Business Associate or allow Business Associate to create or receive Protected Health Information on behalf of Covered Entity in accordance with the requirements of HIPAA, the HITECH Act, applicable state law, and the provisions of this BAA.

AGREEMENT:

In consideration of the mutual promises below and for other good and valuable consideration, the parties agree:

I. Definitions. Where used in this Business Associate Agreement, the terms below have the following definitions:

- (a) *"Agreement."* "Agreement" shall mean the certain Master Services Agreement between Covered Entity and Business Associate dated _____, 2017.
- (b) *"Breach."* "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402.

- (c) *Breach Notification Rule.* "Breach Notification Rule" shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.
- (d) *Business Associate.* "Business Associate" shall mean King County, a Government Entity.
- (e) *Covered Entity.* "Covered Entity" shall mean Community Health Plan of Washington, a Washington non-profit corporation.
- (f) *"Data Aggregation.* "Data Aggregation" shall have the same meaning as the term "data aggregation" under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.
- (g) *"Designated Record Set."* "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §160.501.
- (h) *Electronic Protected Health Information.* "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.
- (i) *Electronic Transactions Rule.* "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- (j) *Enforcement Rule.* "Enforcement Rule" shall mean the Enforcement Provisions set forth in 45 CFR Part 160.
- (k) *Genetic Information.* "Genetic Information" shall have the same meaning as the term "genetic information" in 45 CFR §160.103.
- (l) *HHS.* "HHS" shall mean the Department of Health and Human Services.
- (m) *HIPAA.* "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- (n) *HIPAA Rules.* "HIPAA Rules" shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.
- (o) *HITECH Act.* "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.
- (p) *Privacy Rule.* "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and E.
- (q) *Protected Health Information.* "Protected Health Information" shall have the same

meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity (including from another business associate of Covered Entity) pursuant to this BAA.

- (r) *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- (s) *Security Incident.* "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
- (t) *Security Rule.* "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C.
- (u) *Subcontractor.* "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR §160.103.
- (v) *Transaction.* "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103.
- (w) *Unsecured Protected Health Information.* "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

II. Privacy and Security of Protected Health Information.

(a) **Permitted Uses and Disclosures.** Business Associate is permitted to access, use or disclose Protected Health Information only as set forth below.

(i) **Functions and Activities on Covered Entity's Behalf.** Business Associate is permitted to access, use or disclose Protected Health Information to provide services and perform its obligations pursuant to the Agreement. For clarification, Business Associate is not permitted to access, use or disclose Protected Health Information to perform Data Aggregation or to de-identify the Protected Health Information as described at 45 C.F.R. §164.514 or otherwise.

(ii) **Business Associate's Operations.** Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out Business Associate's legal responsibilities, provided that —

(A) The disclosure is Required by Law; or

(B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Protected Health Information that the person or entity will —

(1) Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Protected Health Information was breached.

(iii) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, disclose, and request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

(b) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this BAA or in writing by Covered Entity or as Required by Law. This BAA does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the HIPAA Rules or the applicable provisions of state laws, whichever is more protective of Protected Health Information, if done by Covered Entity, except as permitted for Business Associate's proper management and administration, as described above.

(c) Information Safeguards.

(i) **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(ii) **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf.

(iii) **No Transfer of Protected Health Information Outside United States.** Business Associate will not transfer Protected Health Information outside the United States without the

prior written consent of the Covered Entity. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

(d) Subcontractors. Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information.

(e) Prohibition on Sale of Protected Health Information. Business Associate shall not engage in any sale (as defined in the HIPAA Rules) of Protected Health Information.

(f) Prohibition on Use or Disclosure of Genetic Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.

(g) Penalties for Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

III. Compliance With Electronic Transactions Rule. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

IV. Individual Rights.

(a) Access. Business Associate will, within fifteen (15) calendar days following Covered Entity's request, make available to Covered Entity (or, at Covered Entity's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524. If Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR §164.524.

(b) Amendment. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's

Protected Health Information that is in a Designated Record Set in the custody or control of the Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) **Disclosure Accounting.** To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR §164.528:

(i) **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

(ii) **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if Covered Entity need not account for such disclosures under the HIPAA Rules.

(iii) **Disclosure Information.** With respect to any disclosure by Business Associate of Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) **Disclosure Information Generally.** Except for repetitive disclosures of Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

(B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

(iv) **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within ten (10) calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

(d) **Restriction Agreements and Confidential Communications.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice

from Covered Entity to (1) restrict use or disclosure of Protected Health Information pursuant to 45 CFR §164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

V. Breaches and Security Incidents.

(a) Reporting.

(i) **Impermissible Use or Disclosure.** Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this BAA immediately and not more than seventy-two (72) hours after Business Associate discovers such non-permitted use or disclosure.

(ii) **Breach of Unsecured Protected Health Information.** Business Associate will report to Covered Entity any potential Breach of Unsecured Protected Health Information immediately and not more than seventy-two (72) hours after discovery of such potential Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the notice and report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report and available information will be provided in a subsequent report as soon as reasonably possible:

(A) Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach, and the number of individuals who are subject to a Breach;

(B) Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

(D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;

(F) Provide such other information, including a written report and risk assessment under 45 CFR §164.402, as Covered Entity may reasonably request.

(iii) **Security Incidents.** Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will make this report and treat a Security Incident as provided in the provisions set forth above.

(b) **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this BAA. Business Associate at its sole expense, or, if Covered Entity elects to carry out some or all mitigation efforts, reimburse Covered Entity for its reasonable costs and expenses (including without limitation administrative costs, costs of legal action and attorney engagement, and payment of fines, settlements and damages) incurred in connection with mitigation efforts.

VI. Term and Termination.

(a) **Term.** This BAA shall be effective as of the Effective Date, and shall terminate on termination of the Agreement, subject to the provisions regarding return or destruction of Protected Health Information. Any provision related to the use, disclosure, access, or protection of Protected Health Information or that by the terms of this BAA that should survive termination of this BAA shall survive termination.

(b) **Right to Terminate for Cause.** Covered Entity may terminate this BAA and the Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this BAA, and after written notice to Business Associate of the breach, Business Associate has failed to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination shall take effect immediately, or at such other date as provided in the notice of termination.

If for any reason, Covered Entity determines that Business Associate has breached the terms of this BAA and such breach has not been cured, but covered Entity determination that termination of the BAA is not feasible, Covered Entity may report such breach to HHS.

(c) Treatment of Protected Health Information on Termination.

(i) **Return or Destruction of Covered Entity's Protected Health Information Is Feasible.** Upon termination of this BAA, Business Associate will, if feasible, return to Covered Entity or destroy all Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of any Subcontractors of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination of this BAA.

(ii) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any Protected Health Information, including any Protected Health Information that Business Associate has disclosed to Subcontractors, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will, by its written contract with any Subcontractor, require such Subcontractor to limit its further use or disclosure of the Protected Health Information that such Subcontractor cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this BAA.

(iii) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this BAA will be continuous and survive termination or other conclusion of this BAA.

VII. General Provisions.

(a) **Definitions.** All terms that are used but not otherwise defined in this BAA shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

(b) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to Covered Entity and to HHS to determine compliance with the HIPAA Rules.

(c) **Amendment to BAA.** This BAA may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

(d) **No Third-Party Beneficiaries.** Nothing in this BAA shall be construed as creating any rights or benefits to any third parties.

(e) **Interpretation.** Any ambiguity in the BAA shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.

(f) **Indemnification.** Each party to this BAA agrees to indemnify and hold harmless the other party and any affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Covered Entity's PHI or other breach of this BAA by the indemnifying party.

(g) **Governing Law, Jurisdiction, and Venue.** This BAA shall be governed by the law of Washington, except to the extent preempted by federal law. Jurisdiction and venue for any dispute arising under this BAA is governed by the provisions of the Agreement.

(h) **Severability.** The invalidity or unenforceability of any provisions of this BAA shall not affect the validity or enforceability of any other provision of this BAA, which shall remain in full force and effect.

(i) **Construction and Interpretation.** The section headings contained in this BAA are for reference purposes only and shall not in any way affect the meaning or interpretation of this BAA. This BAA has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of this BAA. Accordingly, this BAA shall be treated as having been drafted equally by the parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This BAA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(j) **Notices.** All notices and communications required by this BAA shall be in writing. Such notices and communications shall be given as provided in the Agreement.

(k) **Entire BAA.** This BAA constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.

EXHIBIT A

Health Home Services – Statement of Work

Effective _____, 2017

This EXHIBIT A, a Statement of Work (“SOW”), is effective _____, 2017 (the “Effective Date”) by and between Community Health Plan of Washington (“CHPW”) and King County (“Contractor”) and is subject to and governed by the terms of the Master Services Agreement (the “Agreement”) between CHPW and Contractor, dated _____ 2017 .

Whereas, CHPW has contracted with the HCA to provide Health Home Services to individuals enrolled in Medicaid Managed Care with CHPW, and to certain Fee-For-Service Medicaid clients assigned to CHPW for Health Home Services by the HCA (collectively referred to as the “CHPW-HCA Contract”);

Whereas, CHPW desires to contract with qualified entities to provide Health Home Services to eligible individuals as part of CHPW’s network of Care Coordination Organizations; and

Whereas, Contractor represents that it is qualified to and desires to provide Health Home Services to eligible individuals as a Care Coordination Organization under the terms and conditions herein;

Now therefore, in consideration of the Recitals and the promises contained herein, the CHPW and Contractor agree as follows:

I. GENERAL

1.1 Scope. This Exhibit A governs Contractor’s provision of Health Home Services to assigned Medicaid and Medicaid-Medicare Dually Eligible enrollees who meet established criteria for Health Home Services, as defined by Section 2703 of the Patient Protection and Affordable Care Act of 2010 (the “Services”). Contractor’s compensation for the Services is based on a tier structure, and is set forth in Attachment 1, which is hereby attached to and incorporated into this Exhibit A.

1.2 Term. The initial term of this Exhibit A begins on the Effective Date and expires one year thereafter (the “Initial Term”). Upon expiration of the Initial Term, this Exhibit A will automatically renew for additional one (1) year terms, unless one party provides written notice to the other of its intent not to renew this Exhibit A at least one hundred, twenty (120) days prior to the expiration of the then current term.

1.3 Key Terms. An Enrollee who is eligible for participation in Health Home Services is referred to herein as a “**Beneficiary.**” A Beneficiary who agrees to take part in Health Home Services, as demonstrated by completion of a Health Action Plan (“HAP”) is referred to as a “**Participant.**” See Section V, DEFINITIONS.

1.4 Health Home Services. Health Home Services will be community-based, integrated, and provided in a culturally competent manner that addresses health disparities. The six (6) defined services that comprise Health Home Services are: (1) Comprehensive care management; (2) Care coordination and health promotion; (3) comprehensive transitional care from inpatient to other settings, including appropriate follow-up; (4) Individual and family support(s), which includes authorized representatives; (5) Referral to community and social support services, if appropriate; and (6) the use of health information technology to link services, as feasible and appropriate.

1.5 Health Home Care Coordination. Health Home Care Coordination is an approach to health care in which all of a Participant's needs are coordinated with the assistance of a primary point of contact, such as a Health Home Care Coordinator. The point of contact provides information to the Participant and the Participant's caregivers, and works with the Participant to make sure that the Participant gets the most appropriate treatment, while ensuring that health care services are not duplicated.

1.6 Eligibility. Eligibility for Health Home Services will be determined by HCA, and includes Enrollees with at least one chronic condition and who are at risk for a second, as determined by a minimum PRISM score of 1.5. Contractor may refer Enrollees for Health Home Services using the Clinical Eligibility Tool, in accordance with Health Home Policies and Procedures. CHPW will accept such referrals from any healthcare or social service professional. HCA will make final determinations regarding an Enrollee's eligibility for and participation in Health Home Services.

1.7 Beneficiary Materials. Whether developed by CHPW or Contractor, all Beneficiary materials developed for the Health Home program shall be in a language and format which may be easily understood by the Beneficiary, and will be approved by HCA prior to distribution.

1.8 Required Documentation. Contractor will submit and maintain complete and accurate documentation related to Health Home Services, as described in Sections 3.6 and 4, and in accordance with Health Home Policies and Procedures. Contractor understands and agrees that all compensation for Health Home Services is dependent upon Contractor meeting its documentation obligations.

II. CHPW RESPONSIBILITIES

2.1 Health Home Policies and Procedures. CHPW will maintain, update, and make accessible to Contractor policies and procedures for the delivery of Health Home Services in compliance with requirements specified by HCA ("Health Home Policies and Procedures"). CHPW will notify Contractor within five (5) business days of any changes to Health Home Policies and Procedures. Health Home Policies and Procedures will include, at a minimum, the following topics:

2.1.1 Health Home General Requirements;

2.1.2 Care Coordination Organization ("CCO") Assignment;

2.1.3 Health Home Care Coordination Services, including:

2.1.3.1 Beneficiary Engagement, Enrollment and Opt Out;

- 2.1.3.2 Health Action Plan (“HAP”);
- 2.1.3.3 Comprehensive Care Management;
- 2.1.3.4 Care Coordination and Health Promotion;
- 2.1.3.5 Comprehensive Transitional Care;
- 2.1.3.6 Use of Individual and Family Supports;
- 2.1.3.7 Referrals to Community and Social Support Services;
- 2.1.3.8 Access and Use of Health Information Technology; and
- 2.1.3.9 Health Home Service Tiers;
- 2.1.4 Reporting Requirements;
- 2.1.5 Training Requirements;
- 2.1.6 Grievance System; and
- 2.1.7 Incident Reporting.

2.2 Eligibility, Assignment and Engagement. CHPW will assign Beneficiaries to Contractor in accordance with HCA guidelines. CHPW’s assignment process takes into account the Beneficiary’s preferred provider(s) and existing community ties.

2.3 Beneficiary Opt Out. CHPW will maintain a record and notify HCA of all Beneficiaries who choose to opt out of the Health Home program.

2.4 Health Home Care Coordination Services

- 2.4.1 CHPW will ensure Beneficiaries have toll-free access to CHPW’s customer service representatives, to answer questions regarding Health Home Services, enrollment, disenrollment and how to access services or request a change of CCO or Lead Entity assignment. Such access will be available Monday through Friday, from 8:00 am to 5:00 pm.
- 2.4.2 CHPW will maintain a system to provide Participants with 24-hour emergency consultation.
- 2.4.3 CHPW will maintain Memoranda of Understanding (“MOUs”) or other working agreements with hospitals, skilled nursing facilities, and organizations that authorize Medicaid services, to ensure timely sharing of critical Participant information and continuity of care, including transitional care.
- 2.4.4 CHPW will submit completed and updated HAP data provided by Contractor to the HCA through the OneHealthPort Health Information Exchange.
- 2.4.5 CHPW will maintain and administer MHITS for record keeping and documentation of Services.

2.5 Incident Reports. CHPW will designate an Incident Manager, who will be responsible for ensuring reporting and resolution of all incidents, in compliance with the CHPW-HCA Contract, including any instance of suspected abuse, abandonment, neglect or exploitation of a Beneficiary or Participant.

2.6 Grievance Process. CHPW shall maintain a process for documenting, investigating and resolving all Participant grievances, received orally or in writing and including grievances forward by HCA or received by Contractor, in compliance with the CHPW-HCA Contract.

III. CONTRACTOR RESPONSIBILITIES

3.1 Compliance with CHPW-HCA Contract. Contractor acknowledges that CHPW has entered into a contract with the HCA to arrange for the provision of Health Home Services, and that Contractor is a subcontractor of CHPW under the CHPW-HCA Contract. Contractor agrees to abide by and comply with any term or condition of the CHPW-HCA Contract that is applicable to Health Home Services provided by Contractor under this Exhibit A.

3.1.1 Data Sharing Requirements. Contractor acknowledges and affirms that it has received *HCA Data Sharing Requirements*, which contains provisions of the CHPW-HCA Contract applicable to Contractor as a subcontractor of CHPW pursuant to the CHPW-HCA Contract. Contractor agrees to abide by these provisions in its performance under this Exhibit A.

3.2 Compliance with Health Home Policies and Procedures. Contractor agrees to abide by and comply with all Health Home Policies and Procedures, as amended.

3.2.1 Prior to performing or delivering the Services, Contractor will ensure that each Care Coordinator has received, read and understood all Health Home Policies and Procedures, and have attested to the same via CHPW's online attestation process.

3.2.2 Contractor agrees to incorporate any changes made by CHPW to Health Home Policies and Procedures within fifteen (15) days of receiving notice of the change.

3.3 Audits. Contractor will fully cooperate with CHPW and the HCA in the performance of any compliance audits, on-site reviews, or other monitoring activities that CHPW or the HCA determines are necessary or proper.

3.4 Non-discrimination. Contractor will not discriminate, and will not use any policy or practice that has the effect of discriminating, against Beneficiaries or Participants based on race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, presence of physical or mental disabilities, or any other reason prohibited by law. Additionally, Contractor will not discriminate based on health status or need of health care services (42 CFR 438.6(d) (3) and (4)).

3.5 Eligibility, Assignment and Engagement

3.5.1 Contractor will ensure Beneficiaries referred by CHPW are assigned a Care Coordinator to receive Health Home Services.

3.5.2 Contractor will begin outreach to the Beneficiary to offer Health Home services and maintain a Beneficiary contact log in accordance with Health Home Policies and Procedures.

3.5.3 Contractor will provide Beneficiaries the option to decline to participate in the Health Home program at any time. Contractor will make a record of and report to CHPW those Beneficiaries who decline to participate, in accordance with Health Home Policies and Procedures. A Beneficiary who declines to participate in the

Health Home program may choose to enroll at any time, in accordance with HCA's eligibility and enrollment rules.

- 3.5.4 Contractor will regularly check and confirm Participants' ongoing eligibility for Health Home Services arranged by CHPW, in accordance with Health Home Policies and Procedures.

3.6 Health Home Care Coordination Services

3.6.1 General Requirements for Health Home Services.

3.6.1.1 Contractor will obtain informed consent from all Participants, in accordance with Health Home Policies and Procedures.

3.6.1.2 Contractor will ensure Participants have access to care provided through alternative hours of care, such as CHPW's 24-hour Nurse Hotline, to facilitate both the appropriate use of services and receipt of evidence-based preventive and illness care.

3.6.1.3 Contractor will use evidence-based practices and guidelines, such as validated screens including the PHQ-9 and Patient/Caregiver Activation Measure ("PAM/CAM").

3.6.1.4 Contractor will establish relationships with home care providers, community resources and other entities as necessary to facilitate the care of the Participant, including transitional care services.

3.6.2 Health Action Plan ("HAP"). Contractor will ensure that the Care Coordinator meets in person with each Participant to explain, develop and complete a HAP.

3.6.2.1 The HAP will include, at a minimum, the Participant's diagnosis, long term goals, short term goals, and related action steps to achieve those goals.

3.6.2.2 The Care Coordinator will regularly review and update the HAP.

3.6.2.3 Completed and updated HAPs will be shared with Participants and other individuals authorized by the Participant, in the format prescribed by CHPW.

3.6.3 Comprehensive Care Management. Contractor will provide comprehensive care management interventions that recognize and are tailored to the medical, social, economic, behavioral health, functional impairment, cultural, and environmental factors impacting the Participant's health and health care choices.

3.6.3.1 Comprehensive care management includes assessing Participant readiness for self-management, facilitating and resolving barriers to achieving self-directed health action goals, ensuring Participants are accompanied, when necessary, to critical health and social service appointments, and enabling access to peer supports, support groups and self-care programs to improve Participant's adherence to prescribed treatment.

3.6.3.2 Comprehensive care management caseloads shall allow staff to ensure continuity of care and provide timely care management interventions.

- 3.6.3.3 The Health Home Care Coordinator will routinely reassess the Participant's activation level to determine the appropriate coaching methodology and develop a teaching and support plan.
- 3.6.4 Care Coordination and Health Promotion. The Health Home Care Coordinator will develop and execute cross-system care coordination activities to assist Participants in accessing and navigating needed services.
- 3.6.4.1 Contractor will ensure the Health Home Care Coordinator has primary responsibility for the Participant's care coordination.
- 3.6.4.2 Health Home Care Coordinators will utilize a multidisciplinary team of health care professionals, promote timely communication across providers and ensure services are not duplicated.
- 3.6.4.3 Care coordination activities and communication shall be documented in the Participant's record of services.
- 3.6.5 Comprehensive Transitional Care. Contractor will provide 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.
- 3.6.5.1 Contractor may employ staff or partner with other agency 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.
- 3.6.5.2 Contractor will document medication reconciliation, transitional care participant monitoring and progress notes, encouragement and intervention to assure timely follow-up appointments are attended, and all communications regarding hallmark events such as discharge and readmissions.
- 3.6.5.3 Contractor will provide and document Participant education that supports discharge care needs including medication management, self-management of chronic or acute conditions including information on when to seek medical or emergency care.
- 3.6.6 Individual and Family Supports. Contractor will ensure the Health Home Care Coordinator involves individual and family supports in care coordination, care management, and transitional care activities.
- 3.6.7 Referrals to Community and Social Support Services. Contractor will ensure the Health Home Care Coordinator identifies, refers, and facilitates access to relevant community and social support services that support the Participant's health action goals.
- 3.6.8 Access and Use of Health Information Technology. Contractor will use available health information technology ("HIT") and access data available from Medicaid managed care organizations or Fee-for-Service systems to support management of high-risk Participants in care management.

3.7 Reporting Requirements. Contractor agrees to provide to CHPW all Required Documentation related to its provision of Health Home Services, and any other data necessary for CHPW to comply with its obligations under the CHPW-HCA Contract or to otherwise meet HCA reporting requirements.

3.7.1 Encounter/Claims Reporting. Contractor will submit to CHPW encounter and/or claims data documenting the provision of all Health Home Services, in accordance with Health Home Policies and Procedures. Contractor acknowledges and agrees that compensation for Health Home Services is contingent upon compliance with this Section 3.7.

3.7.2 Quality Reporting. Contractor will submit quality data to CHPW, as requested, to support quality monitoring and required reports to HCA, including:

3.7.2.1 Participant success stories, especially for higher risk groups (PRISM score of 4.0 or higher);

3.7.2.2 Barriers to program implementation; and

3.7.2.3 Reasons Beneficiaries opt out of the Health Home program.

3.7.3 Incident Reports. Contractor will report to CHPW's designated incident manager any incident involving a Beneficiary, in accordance with Health Home Policies and Procedures.

3.7.3.1 Contractor will report to CHPW immediately, and in no event later than one business day, the following incidents involving a Beneficiary:

3.7.3.1.1 Any injury requiring action by a Care Coordinator to ensure emergency medical care is provided;

3.7.3.1.2 A mental health crisis that occurs in the presence of a Care Coordinator requiring intervention by law enforcement or medical personnel; and

3.7.3.1.3 Any event involving a credible threat towards a 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.

3.7.4 Grievances. Contractor will maintain and submit to CHPW records of all Participant Grievances received by Contractor, whether orally or in writing, within one (1) business day of receipt.

3.8 Training Requirements. Prior to performing the Services, Contractor will ensure that each Care Coordinator and other affiliated staff member complete and maintain evidence of satisfactory completion of all applicable training requirements, in accordance with Health Home Policies and Procedures. Evidence of completion shall be submitted through CHPW's online attestation process.

3.8.1 Training requirements include:

3.8.1.1 Client confidentiality and data security training, for all authorized personnel and affiliated staff, upon hire and annually thereafter; and

3.8.1.2 All State-required Health Home Care Coordinator training, and any CHPW supplemental training, for each Care Coordinator.

IV. RECORD KEEPING

4.1 Mental Health Integrated Tracking System (“MHITS”). Contractor shall maintain complete and accurate records of all Health Home Services provided to Participants. All record-keeping related to the provision of services to individual Participants, including a detailed log of services rendered and who provided the services, shall be done in CHPW’s web-based registry, MHITS.

4.1.1 Contractor will facilitate and complete MHITS registration for Care Coordinators with the designated CHPW MHITS lead, using forms and instructions provided by CHPW.

4.1.2 Contractor will notify the CHPW MHITS lead within seventy-two (72) hours of the discovery of actual or potential security breaches or when changes in employment necessitate the deactivation of a MHITS account.

4.2 Predictive Risk Intelligence System (“PRISM”) Management. CHPW will ensure that Contractor and its Care Coordinators have access to PRISM, a web-based decision support tool hosted by the Washington State Department of Social and Health Services (“DSHS”), which provides claims history for assigned Participants.

4.2.1 CHPW will provide training on PRISM use for Contractor’s Care Coordinators.

4.2.2 Contractor will identify appropriate staff to serve as the Contractor’s PRISM contact. Contractor’s PRISM contact will be responsible for:

4.2.2.1 Coordinating and completing PRISM registration for Contractor staff with the designated CHPW PRISM lead, using forms and instructions provided by CHPW;

4.2.2.2 Returning completed registration material to the CHPW PRISM lead;

4.2.2.3 Verifying that the Contractor’s PRISM users complete HIPAA and IT security training every twelve (12) calendar months and communicating these dates to CHPW’s PRISM lead;

4.2.2.4 Monitoring PRISM accounts on an annual basis as requested; and

4.2.2.5 Notifying the CHPW PRISM lead within seventy-two (72) hours of the discovery of actual or potential security breaches and when changes in employment necessitate the deactivation of a PRISM account.

V. DEFINITIONS

5.1 “Beneficiary” means an individual who is eligible for Health Home Services based upon criteria determined by HCA. As used in this Exhibit A, Beneficiary includes Participants.

- 5.2** “Clinical Eligibility Tool” means the referral tool used to determine if an Enrollee is eligible for Health Home Services by manually calculating their risk score based upon diagnosis.
- 5.3** “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.
- 5.4** “Enrollee” means an individual eligible for and enrolled in Medicaid, and for whom CHPW is responsible for arranging and facilitating the provision of Health Home Services.
- 5.5** “Grievance” means an expression of Participant 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.
- 5.6** “Health Action Plan” (“HAP”) means a Participant-prioritized plan identifying what the Participant and others plan to do to improve his or her health.
- 5.7** “Health Home Care Coordination Organization” (“CCO”) means an organization within the Qualified Health Home network that is responsible for delivering the six (6) Health Home Services to the Participant.
- 5.8** “Health Home Care Coordinator” or “Care Coordinator” means staff employed by the Contractor or a Health Home Care Coordination Organization to provide the six (6) pre-defined Health Home care coordination services. Services must be provided through face to face, telephonic and electronic contact by registered nurses, advanced registered nurse practitioners, licensed practical nurses, psychiatric nurses, psychiatrists, physician's assistants, clinical psychologists, licensed mental health counselors, agency affiliated certified mental health counselors, licensed marriage and family therapists, BSW or MSW prepared social workers, and certified chemical dependency professionals.
- 5.9** “Health Home Policies and Procedures” means those policies and procedures maintained and updated by CHPW that govern Health Home program operations, with which Contractor is required to comply and abide by in its performance of Health Homes Services
- 5.10** “Health Home Services” means a group of six (6) intensive services that coordinate care across several domains, as defined under Section 2703 of the Affordable Care Act of 2010 to coordinate the full breadth of clinical and social service expertise for high cost/high risk beneficiaries with complex chronic conditions, mental health and substance use disorder issues and/or long term service needs and supports. The six defined Health Home Services are:
- 5.10.1 Comprehensive care management;
 - 5.10.2 Care coordination and health promotion;
 - 5.10.3 Comprehensive transitional care from inpatient to other settings, including appropriate follow-up;
 - 5.10.4 Individual and family support, which includes authorized representatives;
 - 5.10.5 Referral to community and social support services, if relevant; and

- 5.10.6 The use of health information technology to link services, as feasible and appropriate.
- 5.11 “Health Care Authority” (“HCA” or “Authority”) means the Washington State Health Care Authority, any division, section, office, unit of other entity of the Authority, or any of the officers or other officials lawfully representing the Authority.
- 5.12 “Lead Entity” means an entity qualified by the state to coordinate Health Home Services for eligible beneficiaries. The Lead Entity is responsible for administration and oversight functions of the coordination and integration of care across the continuum of services needed and used by Participants. The Lead Entity includes a network of community-based Care Coordination Organizations that coordinate and may provide primary care, acute care, mental health services, substance use disorder services, and long term services and supports to eligible beneficiaries, including providers from the local community that authorize Medicaid, state or federally funded services.
- 5.13 “Medical/Mental Health Integrated Tracking System” (“MHITS”) means the secure, web-based chronic disease registry and clinical information tracking system that is used by Care Coordinators to document screening results, clinical outcomes, and all aspects of the Health Action Plan, and to communicate and coordinate treatment and care planning among treating providers.
- 5.14 “Multidisciplinary Teams” means the groups of allied health care staff, such as community health workers, peer counselors or other non-clinical staff that facilitates the work of the Health Home Care Coordinator. Additional members of the Cross-system Teams can be primary care providers, mental health professionals, chemical dependency treatment providers, and social workers. Optional team members may include nutritionists/dietitians, direct care workers, pharmacists, peer specialists, family members or housing representatives.
- 5.15 “OneHealthPort” means the Washington Health Care Authority’s online Health Information Exchange.
- 5.16 “Participant” means a Beneficiary who agrees to take part in Health Home Services as demonstrated by a completed Health Action Plan.
- 5.17 “Predictive Risk Intelligence System” (“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.
- 5.18 “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.
- 5.19 “Rate Tiers” means a payment system that makes different payments for each tier of Health Home Services:
- 5.19.1 Tier 1: Outreach, engagement and Health Action Plan

5.19.2 Tier 2: Intensive Health Home Care coordination, and

5.19.3 Tier 3: Low Level Health Home Care Coordination.

5.20 “Required Documentation” means all documentation required by CHPW to oversee, monitor, report, and pay and receive compensation for the Services. Required Documentation is accurate and complete, and submitted or provided to CHPW in the form requested. Required Documentation includes, but is not limited, to Encounter Data, Grievance and Incident Reports, and any other reporting requirements.

5.21 “Transitional Care” means the services and mechanisms to ensure coordination and continuity of care as Participants transfer between different locations or different levels of care within the same location. Transitional Care is intended to prevent secondary health conditions or complications, re-institutionalization or re-hospitalization, unnecessary or avoidable emergency department visits, and recidivism following substance use disorder treatment. Transitional Care is one of the six required Health Home services and is described separately below to assure fidelity to the intended model and timeliness in delivery of services.

//SIGNATURE PAGE FOLLOWS//

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit A to be executed by their duly authorized representatives as of the Effective Date.

Community Health Plan of Washington

King County

Signature

By: Abie Castillo

Title: SVP, Provider Svcs/Network Dvlpmt

Date: _____



Signature

By: Steve Andryszewski

Title: Chief Financial Officer

Date: 7-26-17

ATTACHMENT 1 to EXHIBIT A Compensation for Health Home Services

- 1.1 Availability of funds. Compensation is subject to the continued operation of the Health Home program by HCA. Whenever possible, CHPW will give thirty (30) days' notice of changes in funding and/or funding mechanism.
- 1.2 Health Home Service Tiers. CHPW will compensate Contractor for Health Home Services based on the applicable Service Tier and Tier Rate, as described in this Attachment A1. Contractor acknowledges and agrees that all compensation for Health Home Services is contingent upon Contractor providing CHPW with Required Documentation.
- 1.3 For each Participant, Contractor may be compensated for Tier 1 services once per Participant's lifetime. On a monthly basis, Contractor may be reimbursed for either Tier 2 Intensive Health Home Care Coordination services, or Tier 3 Low Level Health Home Care Coordination, but not both.

Program Payment Rates for Health Home Services		
Tier	Health Homes Tier	Rate
Tier 1	<p>Outreach, Engagement and Enrollment, and Health Action Plan The initial tier which may include a variety of outreach methods, such as mail, phone or home/doctor visits. Requirements:</p> <ol style="list-style-type: none"> 1. Includes all activities to engage and successfully enroll Beneficiary in Health Home services as indicated by completion of the Health Action Plan (HAP). 2. Tier 1 Services are provided and compensated only once in a Participant's lifetime. <ol style="list-style-type: none"> 2.1. Tier 1 will not be paid to Contractor if successful enrollment is previously conducted and HAP completed by another CCO or Lead Entity. <p>Paid Per Participant One Time Only</p>	\$252.93
Tier 2	<p>Intensive Health Home Care Coordination The highest level of Health Home Care Coordination services using one (1) or more elements of the six (6) defined Health Home Services. Requirements:</p> <ol style="list-style-type: none"> 1. Includes active engagement and direct client intervention contact with the Participant as further defined in Health Home Policies and Procedures. <ol style="list-style-type: none"> 1.1. Contacts include regular monitoring and treatment to target using validated clinical rating scales and screening tools. 1.2. Required updates to Health Action Plan /MHITS include PAM or CAM, PHQ-9, Body Mass Index (BMI), and Katz ADL inventory as appropriate. Screenings are to be repeated at minimum of four month intervals. 2. Includes transitional care follow-up services after hospitalizations provided by Care Coordinator, including support for follow-up appointments within seven (7) calendar days. <p>Paid per participant per month</p>	\$172.61

Tier 3	<p>Low Level Health Home Care Coordination Occurs when the Participant has achieved a sustainable level of progress toward meeting self-directed goals, or upon the Participant's request.</p> <p>Requirements:</p> <ol style="list-style-type: none"> 1. Minimum of one direct client contact per month documented in MHITS. 2. Participant's health care needs and progress towards meeting self-directed goals is monitored regularly using one (1) or more of the six defined Health Home Services. <p><u>Paid per participant per month</u></p>	<p>\$67.50</p>
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HCA DATA SHARING REQUIREMENTS

The following Data Sharing Requirements are required by the Washington State Health Care Authority ("HCA") for entities and individuals directly contracted with the HCA, or subcontracting with a directly contracted entity, for the performance of Health Home Services. These requirements are made applicable to the recipient as a subcontractor performing Health Home Services, and pursuant to Section 3.1 of Exhibit A to the Services Agreement between the recipient ("Contractor") and **Community Health Plan of Washington** ("CHPW"), dated _____, 2017 (the "Agreement").

1. DEFINITIONS

- 1.1 *Authorized User(s)* means an individual or individuals with an authorized business requirement to access Confidential Information.
- 1.2 *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.
- 1.3 *Contract* means Exhibit A (Health Home Services – Statement of Work) of the Services Agreement dated _____, 2017, by and between CHPW and Contractor.
- 1.4 *Data* means information that is disclosed or exchanged as described in the Contract.
- 1.5 *Data Access* refers to rights granted to Designated Staff to view and use Data for the purposes expressly authorized by the Contract.
- 1.6 *Data Encryption* refers to ciphers, algorithms or other mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required.
- 1.7 *Data Storage* refers to the state data is in when at rest. Data can be stored on off-line devices such as CD's or on-line on Contractor servers or Contractor employee workstations.
- 1.8 *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.
- 1.9 *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.
- 1.10 *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.

- 1.11 *Hardened Password* means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk ampersand, or exclamation.
- 1.12 *HCA* means the Washington State Health Care Authority, any division, section, office, unit of other entity of the HCA, or any of the officers or other officials lawfully representing the HCA.
- 1.13 *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.
- 1.14 *Physically Secure* means that access is restricted through physical means to authorized individuals only.
- 1.15 *Predictive Risk Intelligence System* ("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.
- 1.16 *Protected Health Information* means Individually Identifiable Health Information.
- 1.17 *Secured Area* means an area to which only authorized representatives of the entity possessing the Confidential Information 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.
- 1.18 *Sensitive Information* means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.
- 1.19 *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.

1.20 *Trusted Systems* includes:

- 1.20.1 For physical delivery only the following methods:
 - 1.20.1.1 Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
 - 1.20.1.2 United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail;
 - 1.20.1.3 Commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and
 - 1.20.1.4 The Washington State Campus mail system; 1.20.1.5
- 1.20.2 For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

2. **DATA SECURITY REQUIREMENTS.** The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of the Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated under the Contract, 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.

2.1 The Contractor shall protect and maintain all Confidential Information gained by reason of the 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:

- 2.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
- 2.1.2 Physically securing any computers, documents, or other media containing the Confidential Information; and
- 2.1.3 Ensuring the security of Confidential Information transmitted via fax (facsimile) by:
 - 2.1.3.1 Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
 - 2.1.3.2 Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person; and
 - 2.1.3.3 Verifying after transmittal that the fax was received by the intended recipient.

2.2 When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:

2.2.1 Use a Trusted System.

2.2.2 Encrypt the Confidential Information, including:

2.2.2.1 Encrypting email and/or email attachments which contain the Confidential Information; and

2.2.2.2 Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

2.2.3 Send paper documents containing Confidential Information via a Trusted System.

2.3 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 CHPW, HCA's Public Disclosure Office, or as required by law.

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

3. **DATA HANDLING REQUIREMENTS.** The Contractor shall store Data on one or more of the following media and protect the Data as described:

3.1 **Hard disk drives:** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

3.2 **Network server disks:** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible

only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

3.2.1 For Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data is outlined below in Section 5. Data destruction may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

3.3 Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives and which will not be transported out of a secure area: Sensitive or Confidential Data provided by CHPW or HCA on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections shall be encrypted with 128-bit AES encryption or better. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

3.4 Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers and which will not be transported out of a secure area: Data provided by CHPW or HCA on optical discs which will be attached to network servers shall be encrypted with 128-bit AES encryption or better. Access to Data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has been authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

3.5 Paper documents: Any paper records must be protected by storing the records in a secure area which 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.

3.6 Access via remote terminal/workstation over the State Governmental Network (SGN): Data accessed and used interactively over the SGN. Access to the Data will be controlled by HCA staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor shall have established and documented termination procedures for existing staff with access to HCA Data. These procedures shall be provided to HCA staff upon request. The Contractor will notify HCA staff immediately

whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.

3.7 Access via remote terminal/workstation over the Internet through Secure Access Washington: Data accessed and used interactively over the Internet. Access to the Data will be controlled by HCA staff who will issue remote access authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify HCA staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.

3.8 Data storage on portable devices or media: Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of this contract.

3.8.1 Portable devices include any small computing device that can be transported. They include, but are not limited to; handhelds/PDAs/phones, Ultra mobile PCs, flash memory devices (e.g. USB flash drives, personal media players), and laptop/notebook/tablet computers.

3.8.2 Portable media includes any Data storage that can be detached or removed from a computer and transported. They include, but are not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape,), USB drives, or flash media (e.g. CompactFlash, SD, MMC).

3.8.3 When being transported outside of a secure area, portable devices and media with confidential Data must be under the physical control of contractor staff with authorization to access the Data.

3.8.4 Data stored on portable devices or media shall be given the following protections:

3.8.4.1 Encrypt the Data with a key length of at least 128 bits using an industry standard algorithm (e.g., AES)

3.8.4.2 Control access to devices with a unique user ID and password or stronger authentication method such as a physical token.

3.8.4.3 Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

3.8.4.4 Physically protect the portable device(s) and/or media by:

3.8.4.4.1 Keeping them in locked storage when not in use

3.8.4.4.2 Using check-in/check-out procedures when they are shared, and

3.8.4.4.3 Maintaining an inventory

4. **DATA TRANSMISSION.** When transmitting Confidential Information electronically, including via email, the Data shall be protected by:

4.1 Transmitting it within the (State Governmental Network) SGN or Contractor's internal network, or;

4.2 Encrypting any Data that will be transmitted outside the SGN or Contractor's internal network with 128-bit Advanced Encryption Standard (AES) encryption or better, including transmission over the public Internet

5. **DESTRUCTION OF DATA.** When the contracted work has been completed or when no longer needed, Data shall be returned to CHPW or destroyed.

5.1 If return, delivery, or destruction is not feasible, the protections of this Agreement will continue to apply to such Data and further uses and disclosures of the Data shall be limited to those purposes that make the return or destruction of the Data infeasible.

5.2 Media on which Data may be stored and associated acceptable methods of destruction are as follows:

DATA STORED ON:	WILL BE DESTROYED BY:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character Data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential Data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected
Paper documents containing confidential information requiring special handling (e.g. Protected Health Information)	On-site cross-cut shredding by a method that renders the Data unreadable, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or cutting/breaking into small pieces.
Magnetic tape	Degaussing, incinerating or crosscut shredding



CHPW PROVIDER OWNERSHIP AND CONTROL INTEREST DISCLOSURE FORM

The federal regulations set forth in 42 CFR §455.100 - §455.106 require providers to disclose to the U.S. Department of Health and Human Services, the State Medicaid Agency, and to Managed Care Organizations that contract with a State Medicaid Agency: 1) the identity of all owners with a control interest of 5% or greater, 2) certain business transactions as described in 42 CFR §455.105 and 3) the identity of any excluded individual with an ownership or control interest in the provider entity or who is an agent or managing employee of the provider entity. Please attach a separate sheet, if necessary.

Completion and submission of this form is a condition of participation, and full and accurate disclosure of ownership and financial interest is required. A failure to submit the requested information will result in a refusal by Community Health Plan of Washington (CHPW) to enter into an agreement or contract with the individual and/or entity or in the termination of any existing agreements.

Please answer all questions as of the current date. If additional space is needed please use an attached sheet. Federal statutes and regulations clearly prohibit CHPW from paying for items or services furnished, ordered or prescribed by excluded persons. CHPW is required to search the exclusions database not only by the name of an entity seeking to participate in the program, but also by the name of any owner or managing employee.

I. Identifying Information				
OWNER TYPE (check one) (as shown on your W-9)		OTHER ✓		FEDERAL TAX ID/SSN (as shown on your W-9)
<input type="checkbox"/> Individual/sole proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	91-6001327
ORGANIZATION NAME (as shown on your W-9)			MINORITY WOMEN OWNED BUSINESS ENTERPRISE (MWOBE):	
KING COUNTY				
BUSINESS NAME - If different from above (as shown on your W-9)			CHPW CONTRACT NUMBER	
II. Ownership and Control Information				
List each individual (e.g. members of the board of directors or officer), organization, corporation, or entity that has direct or indirect ownership or controlling interest, separately or in combination, amounting to an ownership interest of 5% or more of the provider entity. Attach additional pages as necessary. If there are no individuals or entities with 5% of more ownership/control interest, complete for managing employee(s). All fields must be completed - please type or print legibly.				
FIRST NAME	MIDDLE NAME	LAST NAME	SSN (personal, not business TIN)	DOB
N/A				
ADDRESS				
FIRST NAME	MIDDLE NAME	LAST NAME	SSN (personal, not business TIN)	DOB
N/A				
ADDRESS				
FIRST NAME	MIDDLE NAME	LAST NAME	SSN (personal, not business TIN)	DOB
N/A				
ADDRESS				
List those persons with ownership or control interest that are related to each other (spouse, parent, child, or sibling)				
NAME	RELATIONSHIP		DOB	
N/A				
Does any owner of the disclosing entity also have an ownership or controlling interest of 5% or more in any other entity?				
NAME AND TITLE		SSN (personal, not business TIN)		DOB
ADDRESS		N/A		PERCENTAGE
NAME AND TITLE		SSN (personal, not business TIN)		DOB
ADDRESS		N/A		PERCENTAGE



III. Subcontractor Information		
List each person with an ownership or control interest in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Attach additional pages as necessary.		
NAME AND TITLE	SSN (personal, not business TIN)	DOB
ADDRESS		PERCENTAGE
NAME AND TITLE	SSN (personal, not business TIN)	DOB
ADDRESS		PERCENTAGE
IV. Criminal Offenses		
List each individual (e.g. members of the board of directors or officer) who has ownership or control interest in the disclosing entity or is an agent or managing employee of the disclosing entity, and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX since the inception of those programs. Attach additional pages as necessary.		
NAME AND TITLE	SSN (personal, not business TIN)	DOB
ADDRESS		PERCENTAGE
NAME AND TITLE	SSN (personal, not business TIN)	DOB
ADDRESS		PERCENTAGE
V. Suspension or Debarment		
Have you, any of your employees, or any individual who has an ownership or controlling interest in the disclosing entity ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs? If yes, list each person below. Attach additional pages as necessary. The current lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov/ .		
NAME AND TITLE	SSN (personal, not business TIN)	DOB
ADDRESS		PERCENTAGE
NAME AND TITLE	SSN (personal, not business TIN)	DOB
ADDRESS		PERCENTAGE
Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or termination of an existing agreement or contract with the Plan/Network. By my signature, I certify that the information provided within is true and correct, and I acknowledge that I fully understand the consequences as explained above.		
PRINT NAME	TITLE OF INDIVIDUAL COMPLETING FORM	
SIGNATURE	DATE	

Submission Information:

Option 1: Secure Online Submission at www.chpw.org/-oac/

Option 2: Fax 206 613-5018, Attn: Provider Relations, Email to PR.Team@chpw.org or USPS: Community Health Plan of Washington, C/O Provider Relations, 720 Olive Way, Ste. 300, Seattle, WA 98101