

**HEALTH HOME CARE COORDINATION  
ORGANIZATION ADMINISTRATIVE SERVICES  
AGREEMENT**

**THIS HEALTH HOME CARE COORDINATION ORGANIZATION ADMINISTRATIVE SERVICES AGREEMENT** (this "Agreement"), is effective as of 01/01/2017 regardless of the execution date hereof (the "Effective Date"), by and between **UnitedHealthcare of Washington, Inc.**, doing business as UnitedHealthcare Community Plan, ("United") and **King County Behavioral Health Organization** ("CCO") for the purpose of setting forth the terms and conditions under which CCO shall provide certain administrative services to United. For services provided on or after the Effective Date, this Agreement supersedes and replaces any and all other agreements, whether written or oral, between the parties regarding the subject matter contained herein.

**WHEREAS**, United contracts with the State of Washington Health Care Authority as a lead entity to administer Health Home Services to eligible members, and;

**WHEREAS**, CCO is a designated Health Home Care Coordination Organization by United to provide or arrange for the provision of certain Health Home Services to Medicaid enrollees, and;

**WHEREAS**, United and CCO desire to enter into this Agreement whereby CCO will provide or arrange for the provision of Health Home Services to United's Customers in exchange for payment from United, subject to and in accordance with the terms and conditions of this Agreement

**NOW THEREFORE**, the parties agree as follows:

**SECTION 1  
DEFINITIONS**

The following terms when used in this Agreement have the meanings set forth below:

- 1.1 Authorized User** means an individual or individuals with an authorized business requirement to access HCA Confidential Information.
- 1.2 Behavioral Health Organization** means a county authority, a group of county authorities, or other entity recognized by the secretary of the Department of Social and Health Services in a defined regional service area that provides both mental health and substance use disorder treatment services.
- 1.3 Caregiver Activation Measure ("CAM")** means an assessment that gauges the knowledge, skills and confidence of the caregiver essential to providing care for a person with chronic conditions.
- 1.4 Care Coordination Organization ("CCO")** shall mean the organization, within the qualified Health Home network, responsible for delivering Health Home care coordination services to the participant.
- 1.5 Care Coordinator** means an individual employed by the Care Coordination Organization who provides or oversees Health Home Services. Services must be provided through face to face, telephonic and electronic contact delivered or overseen 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, Masters in Social Work (MSW), Bachelors in Social Work (BSW) or related professionally prepared social workers, and certified chemical dependency professionals.

- 1.6 **Confidential Information** means the 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 Health Information.
- 1.7 **Customer** shall mean a person eligible for Health Home Services and assigned by United to CCO, who has agreed to participate in Health Home Services. A person is eligible for Health Home Services based upon at least one chronic condition and being at risk of a second, determined by a predictive PRISM risk score of 1.5.
- 1.8 **Data** means information that is disclosed or exchanged as described in this Agreement.
- 1.9 **Designated Staff** means an employee or employees that have been delegated authority to provide Health Home Services and who are authorized to access Data.
- 1.10 **Health Action Plan (“HAP”)** means a Customer prioritized plan identifying what the Customer plans to do to improve his or her health.
- 1.11 **Health Home Care Coordination** means a person center approach to healthcare in which a Customer’s health and support needs are coordinated with the assistance of a Health Home Coordinator as the primary point of contact.
- 1.12 **Health Home Services** shall mean a group of six (6) services that coordinate care across several domains as defined under Section 2703 of the Affordable Care Act of 2010. The six 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;; 5) referral to community and social support services, if relevant; and 6) the use of Health Information Technology (“HIT”) to link services, as feasible and appropriate. CCO shall coordinate those Health Home Services as more specifically defined in the Services Addendum of this Agreement.
- 1.13 **HCA** means the Washington State Health Care Authority, any division, section office, unit, or other entity thereof, or any officers or other officials lawfully representing the Authority.
- 1.14 **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’s license numbers, or other identifying numbers and any financial identifiers.
- 1.15 **Predictive Risk Intelligence System (“PRISM”)** shall mean a web-based tool 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 Customer’s disease profiles and pharmacy utilization. PRISM identifies Customers 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 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.
- 1.17 Subcontract** shall mean a separate agreement or contract between CCO and an individual or entity to perform all, or part of, the duties or obligations of the CCO, pursuant to this Agreement.
- 1.18 Trusted Systems** includes:  
For physical delivery only the following methods:
- i) Hand delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
  - ii) United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail;
  - iii) Commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and
  - iv) The Washington State Campus System.
- For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communication within that Network.
- 1.19 Vulnerable Adults** shall mean a Customer sixty years of age or older who has a functional, mental, or physical inability to care for himself or herself; found incapacitated under Chapter 11.88 RCW; who has a developmental disability as defined under RCW71A.10.020; admitted to any facility; receiving services from health home, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; receives services from an individual care provider, or; who directs his or her own care and receives services from a personal aide under Chapter 74.39 RCW.

## SECTION 2 HEALTH HOME SERVICES AND TRAINING

- 2.1 Services.** CCO shall provide Health Home Services on behalf of United described and in accordance with the applicable Services Addendum attached hereto and made a part hereof.
- 2.2 Employees and subcontractors.** CCO will assure that its employees, volunteers, affiliates and any individuals or entities subcontracted by CCO to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, volunteers, affiliates or subcontractors to render services in connection with this Agreement will not limit CCO's obligations and accountability under this Agreement with regard to such services. CCO affiliates are those entities that control, are controlled by or are under common control with CCO.
- Timely and Satisfactory Performance.** CCO shall be responsible for the timely and satisfactory performance by any and all of its employees, affiliates or subcontractors. None of CCO's employees, volunteers, affiliates or subcontractors Services under this Agreement shall be deemed an employee of United. All such personnel shall operate at all times under the complete direction and control of CCO.

- 2.3 Health Home Care Coordination Training.** CCO shall ensure that Health Home Care Coordinators complete the State-approved Health Home Care Coordination training prior to providing services.

### **SECTION 3 PAYMENT; PAYMENT TERMS**

For the Services to be performed under this Agreement, United shall reimburse CCO in accordance with the payment terms set forth in this Agreement as Attachment 2, attached hereto and made a part hereof.

### **SECTION 4 INFORMATION; BOOKS AND RECORDS**

- 4.1 United Data.** If CCO transmits, stores, or has access to any type of data for United, CCO shall not attempt to de-encrypt, capture, or view such data except as may be strictly necessary to provide Services under this Agreement. As between United and CCO, United shall at all times remain the exclusive owner of such data.
- 4.2 Records.** CCO shall maintain, and shall require any subcontractors to maintain, books and records that are usual and customary for the services provided under this Agreement, including detailed logs of Health Home services provided and who provided those services. All such books and records shall be maintained in accordance with prudent standards of insurance industry recordkeeping and all applicable laws and regulations. CCO shall preserve such records for at least six (6) years after the date the records were created or such other period as required by applicable law or regulation, whichever is longer.
- 4.3 Examination of Records.** Upon reasonable notice, during normal business hours and at a reasonable time and place, United reserves the right to examine records of CCO that directly pertain to CCO's obligations under this Agreement. United agrees not to disrupt CCO's normal course of business while it or its designees conduct the examination, and will limit such examinations to once per annum; provided, however, that United may conduct more frequent examinations if it has a good faith justification for doing so related to CCO's performance under this Agreement.
- 4.4 Government Access to Records.** Federal, state, and local government agencies including, but not limited to, the U.S. Department of Health and Human Services, the U.S. Comptroller General, other state and federal officials, or their designees shall have the right to inspect, evaluate and audit, and United and CCO are authorized to release, all information and records or copies of such within the possession of United or CCO that are pertinent to and involve transactions related to this Agreement if such access is necessary to comply with statutes, regulations or accreditation standards applicable to United or CCO and the right to inspect, evaluate and audit any pertinent information for any particular contract period which shall exist through six (6) years from the final date of the contract period or from the date of completion of any audit, whichever is later. Said government agencies may also evaluate, through inspection or other means, the quality, appropriateness and timeliness of services provided under this Agreement and compliance herewith.

### **SECTION 5 REGULATORY COMPLIANCE**

- 5.1 HIPAA.** All activities related to this Agreement shall adhere to state and federal confidentiality laws and regulations; including, without limitation the Administrative Simplification provision of the Health Insurance Portability and Accountability Act (“HIPAA”) and regulations promulgated thereunder, 45 C.F.R Parts 160 – 164 (the “Regulations”) and to the extent applicable, information protected by 42 C.F.R. 2 relative to alcohol and substance abuse treatment, (the “Regulations”), as amended. The parties acknowledge their individual obligations, to comply with the Regulations. Each party shall employ best efforts to implement HIPAA privacy requirements in a manner that allows for the effective exchange of data in support of the purpose, while complying with applicable confidentiality requirements. The parties acknowledge that certain federal or state laws may take precedence over HIPAA, which may include State privacy laws related sensitive health conditions. CCO agrees that it will not disclose PHI as that term is defined under HIPAA, or any other Customer information internally except on a need-to-know basis and shall require such personnel to comply with the obligations under this Agreement. Except as provided in this Agreement in support of the purpose, CCO shall refrain from disclosing such information to any third party and shall take good faith measures to maintain the confidentiality of Customer information. CCO shall notify United immediately in the event any activities by CCO or its employees violate the privacy Regulations. CCO shall comply with applicable provisions set forth in the Exhibit 4, HIPAA and GLB attached hereto.
- 5.2 Regulatory Appendices.** Contract provisions that are necessary to comply with the legal or regulatory requirements of certain jurisdictions or regulatory agencies will be set forth in individual appendices attached to this Agreement and made a part hereof (the “Appendices”). CCO shall comply and shall require its personnel to comply with the applicable terms and conditions of such Appendices. In the event of a conflict between the provisions of the main body of this Agreement and an Appendix, the terms of the Appendix will control.
- 5.3 Compliance with Laws.** CCO and United agree to comply with all applicable federal, state and local laws in connection with the performance of their obligations under this Agreement. CCO shall use commercially reasonable efforts to ensure all agents, employees, assigns and subcontractors that are involved in providing services hereunder also comply with this Section.
- 5.4 Regulatory Approval and Filing.** In the event United is required to file this Agreement with federal, state or local governmental authorities, United shall be responsible for filing the Agreement with such authorities as required by any applicable law or regulation. If, following any such filing, the governmental authority requests changes to this Agreement, CCO agrees to cooperate with United in preparing the response to the governmental authority.

## SECTION 6 DATA SECURITY REQUIREMENTS

- 6.1 Data Security Requirements.** CCO shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with CCO’s performance of the services contemplated hereunder, except in the case of Personal Information, with the prior consent of the person or personal representative of the person who sit he subject of the personal information, or as permitted by law.

6.1.1 CCO shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty



requires CCO to employ reasonable security measures, which include restricting access to the Confidential Information by:

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

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

- a) Use a Trusted System;
- b) Encrypt the Confidential Information, including:
  - i) Encrypting email and/or email attachments which contain Confidential Information; and
  - ii) Encrypting Confidential Information when it is stored on portable devices or media, including, but not limited to laptop computers and flash memory devices.
- c) Send paper documents containing Confidential Information via a Trusted System.

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

6.1.4 If responding to public record disclosure requests under Chapter 42.56 RCW, CCO agrees to notify and discuss with HCA's Public Disclosure Officer requests for all information that are part of this Agreement prior to disclosing the information. HCA upon request shall provide the CCO with the name and contact information for HCA Public Disclosure Officer. CCO further agrees to provide HCA with a minimum of two (2) calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

**6.2 PRISM.** CCO Designated Staff shall complete and submit required forms for authorization and PRISM access, including, the PRISM registration form, and.

CCO shall promptly notify United when established Designated Staff user accounts should be removed due to employment termination, job reassignment or other changes in circumstances.

## SECTION 7 TERM; TERMINATION

**7.1 Term.** This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one year and renew automatically for renewal terms of one year, until terminated pursuant to section 8.2.

- 7.2 Termination.** This Agreement may be terminated as follows:
- a) by mutual written agreement of the parties;
  - b) by either party, upon at least one hundred eighty (180) days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;
  - c) by either party upon sixty (60) days written notice in the event of a material breach of this Agreement by the other party, except that such a termination will not take effect if the breach is cured within sixty (60) days after notice of the termination;
  - d) by either party upon ten (10) days written notice in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under this Agreement; or
  - e) by United, upon ninety (90) days' notice, in the event:
    - i) CCO loses approval for participation under United's credentialing plan, or;
    - ii) CCO does not successfully complete the United's re-credentialing process as required by the credentialing plan.
- 7.3 Ongoing Services to Certain Customers After Termination Takes Effect.** In the event a Customer is receiving any of the Health Home Services as of the date termination takes effect, CCO will continue to provide those services to that Customer, and this Agreement shall continue to apply to those services after the termination takes effect, until the earlier of: (i) the Health Home Services are completed, or (ii) thirty (30) days after termination.

## SECTION 8 INSURANCE

To the extent applicable, during the term of this Agreement, CCO shall maintain and shall require any subcontractors to maintain, at CCO's (or subcontractor's) sole cost and expense, commercial general liability insurance and/or umbrella liability insurance, in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate; workers compensation and employer's liability with limits of \$500,000; and coverage for medical malpractice and/or professional liability insurance, in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Further, approval or acceptance of such by United, will not in any way represent that such insurance is sufficient or adequate to protect CCO's interests or liabilities and such insurance coverage shall be considered the minimum acceptable coverage.

Prior to the Effective Date of this Agreement and upon written request, CCO shall submit to United, in writing, evidence of insurance coverage. CCO shall give ten (10) days written notice to United in the event of any termination, cancellation or material change in such insurance.

## SECTION 9 INDEMNIFICATION

To the maximum extent allowed by law, CCO shall defend, indemnify and hold harmless United and its directors, officers, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur

arising out of or in connection: (i) material breach of this Agreement; (ii) willful misconduct or reckless or grossly negligent act or omission related to or in connection with performance under this Agreement; or (iii) other violation of applicable law.

To the maximum extent allowed by law, United shall defend, indemnify and hold harmless CCO and its directors, officers, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with CCO's: (i) material breach of this Agreement; (ii) willful grossly negligent act or omission related to or in connection with performance under this Agreement; or (iii) other violation of applicable law.

## **SECTION 10 DISPUTE RESOLUTION**

United and CCO shall work together in good faith to resolve any and all disputes (each, a "Dispute" and collectively, the "Disputes") that arise between them relating to this Agreement. If the parties are unable to resolve any such Dispute within thirty (30) days following the date one party sent written notice of the Dispute to the other party and if either party wishes to further pursue resolution of the Dispute, that party shall refer the Dispute to mediation before resorting to litigation or any other dispute resolution procedure hereunder. Such mediation must be initiated within sixty (60) days of the date one party first gave written notice of the Dispute to the other party. An independent and impartial mediator jointly selected by the parties who is qualified by education, training, and experience to hear matters in the nature of the Dispute shall conduct the mediation under the then current Commercial Mediation Rules of the American Arbitration Association unless the mediator otherwise determines to use other rules and practices. The mediation shall be held in a mutually agreeable site and, unless otherwise agreed, the parties shall bear the cost of the mediation equally between them. Other than with respect to its occurrence or the failure to occur, the mediation shall be in all respects confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

If the parties are not able to resolve the Dispute through the mediation process described above within ninety (90) days of referring the matter to mediation, the Dispute shall be resolved through binding arbitration in accordance with the then current American Arbitration Association Commercial Rules for disputes. As determined by the mutual agreement of the parties, the Dispute shall be heard and determined by either: (a) an independent and impartial arbitrator jointly selected by the parties who is qualified by education, training, and experience to hear and determine matters in the nature of the Dispute; or (b) an arbitral panel consisting of three (3) arbitrators, each of whom shall be independent and impartial. In the event the parties mutually agree to have an arbitral panel, each party shall, within thirty (30) days after commencement of the arbitration, select one person to act as arbitrator. The two arbitrators so selected shall, within fifteen (15) days of their appointment, select a third arbitrator who shall serve as the chairperson of the arbitral panel. The arbitrators selected shall be qualified by education, training, and experience to hear and determine matters in the nature of the Dispute. If a party fails to appoint an arbitrator as provided herein, or if the arbitrators selected by the parties are unable or fail to agree upon a third arbitrator within twenty (20) days of their appointment, then that arbitrator shall be selected and appointed in accordance with the American Arbitration Association Commercial Rules. The arbitrator(s) shall be bound by and shall follow the then current ABA/American Arbitration Association Rules of Ethics for Arbitrators.

Any arbitration proceeding under this Agreement shall be conducted in Washington. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement, and shall be bound



by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief. The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce, the Federal Arbitration Act applies.

Unless otherwise agreed to by both parties, the parties expressly intend that any Dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with the Dispute related to this Agreement. The parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

In the event that any portion of this Section or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Section or Agreement. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

Unless the parties agree otherwise, the parties, the arbitrator(s), and the American Arbitration Association shall treat the dispute resolution proceedings provided for herein, any related disclosures, and the decisions of the arbitrator(s) as confidential, except in connection with judicial proceedings ancillary to the dispute resolution proceedings, such as a judicial challenge to, or enforcement of, the arbitral award, and unless otherwise required by law to protect a legal right of a party.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved in accordance with this Section. While the mediation or arbitration provided for hereunder remains pending, the termination for breach will not take effect.

This Section shall govern any Dispute between the parties arising before or after execution of this Agreement and shall survive any termination of this Agreement.

## SECTION 11 MISCELLANEOUS

**11.1 Assignment; Change of Control.** Except as provided in this Section, neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that a party may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party solely in connection with a change of control, including merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets or stock, spin-off, change of name or like event, wherein the assignee agrees in writing to be bound by all terms and conditions of this Agreement; provided, however, that such surviving corporation or acquirer shall assume all obligations of such party and shall display to the other party's reasonable satisfaction such party's ability to perform such obligations. In addition, United shall have the right to assign, sell, delegate or transfer any or all of its rights and responsibilities under this Agreement to any entity that controls, is controlled or managed by, or is under common control with United. Any purported

assignment, sale, transfer, delegation or other disposition by a party, except as permitted herein, shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

- 11.2 Delegation and Oversight.** In compliance with the delegation and oversight obligations imposed on United under its contracts with state and/or federal regulatory agencies, United reserves the right to revoke any functions or activities delegated to CCO under this Agreement, if in United's reasonable judgment CCO's performance under this Agreement does not comply with United's obligations under its government contracts. This right shall be in addition to United's termination rights under this Agreement.
- 11.3 Entire Agreement and Amendment.** This Agreement, which incorporates all exhibits, attachments, addenda, and appendices hereto, constitutes the entire agreement between the parties in regard to its subject matter. Any amendment or modification to this Agreement must be in writing and signed by both CCO and United, except that United may amend this Agreement unilaterally to comply with the requirements of state and federal regulatory authorities, and shall give written notice to CCO of such amendment and its effective date. The headings and titles within this Agreement are for convenience only and shall have no legal effect.
- 11.4 Incorporation of Other Legal Requirements.** Any provisions now or hereafter required to be included in the Agreement by any federal or state governmental authority with competent jurisdiction over the subject matter hereof shall be binding upon and enforceable against the parties hereto and deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement.
- 11.5 Change in Law.** If any federal, state, or local law, rule, regulation, or policy or any interpretation thereof (including, without limitation, any court order or ruling) at any time during the term of this Agreement has a material and adverse effect on the ability of a party to receive the benefits it reasonably expects to obtain under this Agreement or renders it illegal for a party to continue to perform under this Agreement in a manner consistent with the parties' intent, then the parties to this Agreement shall negotiate in good faith to amend this Agreement to bring it into compliance, while at the same time preserving the economic expectations of the parties, to the greatest extent possible.
- 11.6 Relationship of the Parties.** The sole relationship of the parties is that of independent contractors and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency. CCO shall be solely responsible for any taxes of any type, including social security taxes, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other similar taxes, costs, or charges or any other taxes or charges related to CCO's or CCO's employees' or subcontractors' receipt of compensation and performance of Services under this Agreement, and shall indemnify and hold United harmless against any such taxes or charges. This Section shall survive any termination of this Agreement.
- 11.7 No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto and no third parties shall have any rights hereunder, or interest herein, except as explicitly provided herein.
- 11.8 Excluded Individuals.** Neither CCO nor United shall employ or contract with any individual or entity that is excluded from participation in Medicare or a state health care program or with an entity that employs or contracts with such an individual or entity.

- 11.9 Arm's Length Negotiations, etc.** The parties acknowledge that the terms of this Agreement are fair and reasonable, were negotiated at arm's length, and that they were given ample opportunity to review and consider this Agreement prior to execution. Each party has taken all action necessary for the authorization, execution, delivery and performance of this Agreement.
- 11.10 Confidentiality.** Neither party will disclose to a Customer or any other third parties any of the following information (except as required by an agency of the government):
- any proprietary business information, not available to the general public, obtained by the party from the other party; or
  - the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits.
- 11.11 General Data Use and Disclosure.** When acting as a data user under this Agreement each party agrees: Not to use or disclose, directly or indirectly, Confidential Information belonging to the data owner for any reason other than in support of the purpose as defined under this Agreement; To hold the data owner's confidential information in strictest confidence; To limit access to confidential information internally to those individuals on a need-to-know basis for purposes of performing their duties in connection with the purpose of this Agreement; To use any and all appropriate safeguards to prevent use or disclosure of confidential information belonging to the data owner except as provided by this Agreement; To implement and comply with reasonable security procedures; To ensure that its security procedures meet or exceed generally accepted industry standards based for the type confidential information to be exchanged under this Agreement; and to notify the data owner within forty-eight (48) hours of any use or disclosure that is in breach of this Agreement or violation of applicable State and or federal laws and regulations.
- 11.12 Press Releases; Marketing; Advertising; Use of Names and Trademarks.** During the term of this Agreement, a party shall have the right to make public reference to the other party by name in an accurate, factual manner, as being involved with this Agreement. The parties shall not otherwise use the other party's name, trademarks, or service marks without prior written consent from the other party. The parties mutually agree to provide, at a minimum, at least forty-eight (48) hours advance notice and opportunity to comment on all press releases, advertisements or other media statements and communications regarding this Agreement, the services provided hereunder or the business relationship between the parties. A party shall obtain the other party's written consent prior to any publication or use of such materials or communications. Nothing herein shall be construed to create a right or license to make copies of any copyrighted materials.
- 11.13 Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to the conflicts of law principles thereof. The sole jurisdiction and venue for actions arising out of, or related to, this Agreement shall be in the state and federal courts in Washington.
- 11.14 Waiver.** The failure or delay of either party to insist upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy. Nothing in this Agreement shall be deemed waived by either party unless the party claiming the waiver receives the waiver in writing signed by an authorized signatory of the other party. A waiver of one provision does not constitute a waiver of any other.

**11.15 Survival of Terms.** Any provisions of this Agreement that, by their nature, extend beyond the expiration or termination of this Agreement shall survive the termination of this Agreement and shall remain in full force and effect until all such obligations are satisfied. Any provision of the attached exhibits to this Agreement that contemplates performance, observance, or enforcement subsequent to the termination of this Agreement shall survive termination and remain in full force and effect between the parties until such obligations are satisfied.

**11.16 Severability.** In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be modified to the extent necessary to make it enforceable or, if necessary, shall be inoperative, and the remainder of this Agreement shall remain in full force and effect and binding upon CCO and United.

**11.17 Exclusion of Damages; Remedies.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE, PROVIDED THAT THIS EXCLUSION WILL NOT APPLY TO DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR OTHERWISE PAYABLE FOR VIOLATION OF THE CONFIDENTIALITY, INDEMNIFICATION OR HIPAA AND GLB SECTIONS AND/OR EXHIBITS OF THIS AGREEMENT. The remedies specified in this Agreement are cumulative and in addition to any remedies available at law or in equity.

**11.18 Background Checks.** CCO shall ensure that a criminal history background check is performed for all employees, volunteers and subcontractor staff who may have unsupervised access to children and/or Vulnerable Adults. Such criminal history background checks shall be consistent with RCW 43.43.832, 43.43.834, RCW 43.20A.710 and Chapter 388-06 WAC.

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

**King County Behavioral Health Organization**

**Address to be used for giving notice to CCO under the Agreement:**

Signature 

Street 401 FIFTH AVE

Print Name Stephen Andryszewski,  
Chief Financial Officer

City 5TH FLOOR

City SEATTLE

Title \_\_\_\_\_

State WA 98104

Date 7-27-2017

E-mail steve.andryszewski@kingcounty.gov

**UNITEDHEALTHCARE OF WASHINGTON, INC.**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*[Address to be used for giving notice to United under the Agreement]  
Street: 1111 3rd Ave, Ste 1100  
City: Seattle  
State: WA Zip Code: 98164*





## ATTACHMENTS APPLICABLE TO THIS AGREEMENT

Attachments in effect as of the Effective Date:

- Facility Locations and Service Listings
  - Attachment 1: Services Addendum
  - Attachment 2: Payment Appendix
  - Attachment 3: Health Home Tiers
  - Attachment 4: HIPAA and GLB
- 
- State Medicaid Regulatory Requirements Appendix

**IMPORTANT NOTE:** Facility acknowledges its obligation under Section 4.8 to promptly report any change in Facility's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

**Facility Location and Service Listings**

**BILLING ADDRESS**

Facility Name: King County Behavioral Health Organization  
 Street Address: 401 5TH AVE, SEATTLE, WA (SUITE 400)  
 City, State Zip: SEATTLE, WA, 98103  
 Tax ID Number [TIN]: 41-600-1327

**FACILITY LOCATIONS**

Location #1	Location #2
Name	Name
Address	Address
City, State Zip	City, State Zip
Phone #	Phone #
TIN	TIN
Location #3	Location #4
Name	Name
Address	Address
City, State Zip	City, State Zip
Phone #	Phone #
TIN	TIN

**OTHER SERVICE LOCATIONS**

Name	Name
Address	Address
City, State Zip	City, State Zip
Phone #	Phone #
TIN	TIN
Name	Name
Address	Address
City, State Zip	City, State Zip
Phone #	Phone #
TIN	TIN