

		CONTRACT Qualified Health Homes		HCA Contract Number: «HCA_K_» Resulting from Solicitation Number (If applicable): Contractor/Vendor Contract Number:	
THIS AGREEMENT made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."					
CONTRACTOR NAME «Kr_Name»			CONTRACTOR doing business as (DBA) «Kr_DBA»		
CONTRACTOR ADDRESS «Mailing_Address» «Kr_City», «Kr_City» «Kr_Zip_Code»			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)		
CONTRACTOR CONTACT «Kr_Contact»		CONTRACTOR TELEPHONE «Kr_Telephone»		CONTRACTOR E-MAIL ADDRESS «Kr_Email»	
HCA PROGRAM Qualified Health Homes			HCA DIVISION/SECTION MPOI/GPD		
HCA CONTACT NAME AND TITLE Agnes Ericson			HCA CONTACT ADDRESS Post Office Box 45530 Olympia, WA 98504-5530		
HCA CONTACT TELEPHONE (360) 725-1115			HCA CONTACT E-MAIL ADDRESS		
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			CFDA NUMBER(S) 93.778; ; ;		FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CONTRACT START DATE January 1, 2018		CONTRACT END DATE December 31, 2019		TOTAL MAXIMUM CONTRACT AMOUNT No Maximum/Fee for Service	
PURPOSE OF CONTRACT:					
ATTACHMENTS/EXHIBITS. When the box below is marked with an X, the following Exhibits/Attachments are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibit(s) (specify): Exhibit A: Nondisclosure of HCA Confidential Information; Exhibit B: Federal Compliance, Certifications and Assurances <input checked="" type="checkbox"/> Attachment(s) (specify): Attachment A: Part D WA State Data Use Agreement; Attachment B: Supplement to Data Use Agreement; Attachment C: Conflict of Interest; Attachment D: WA State Information Exchange Agreement; Attachment E: WA Coordination of Benefits and Quality Improvement Approval <input type="checkbox"/> Schedule(s) (specify): <input type="checkbox"/> No Exhibits/Attachment					
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract shall be binding on HCA only upon signature by HCA.					
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
HCA SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

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Exhibits

Exhibit A: Nondisclosure of HCA Confidential Information

Exhibit B: Federal Compliance, Certifications, and Assurances

Attachments

Attachment A: Part D WA State Data Use Agreement

Attachment B: Supplement to Data Use Agreement

Attachment C: Part D Conflict of Interest

Attachment D: WA State Information Exchange Agreement

Attachment E: WA Coordination of Benefits and Quality Improvement Approval

1. PURPOSE OF AGREEMENT

- 1.1. The purpose of this Contract is to implement a community based Health Home program in accordance with the requirements of Section 2703 of the Patient Protection and Affordable Care Act of 2010 utilizing the Managed Fee-for-Service (FFS) Demonstration model, and Washington State Substitute Senate Bill 5394. The Contractor shall provide Health Home Care Coordination services to high risk eligible Medicaid and Medicaid/Medicare Beneficiaries to ensure that services delivered are integrated and coordinated across medical, mental health, substance use disorder and long term services and supports.
- 1.2. The Coverage Areas served under this Contract are: «Awarded_Coverage_Area».
- 1.3. The parties previously entered into the following separate contracts for each Coverage Area:
 - 1.3.1. Coverage Area 1, HCA Contract #<Contract #>, dated <Effective Date>.
 - 1.3.2. Coverage Area 2, HCA Contract #<Contract #>, dated <Effective Date>.
 - 1.3.3. Coverage Area 3, HCA Contract #<Contract#>, dated <Effective Date>
 - 1.3.4. Coverage Area 4, HCA Contract #<Contract #>, dated <Effective Date>.
 - 1.3.5. Coverage Area 5, HCA Contract #<Contract #>, dated <Effective Date>.
 - 1.3.6. Coverage Area 6, HCA Contract #<Contract #>, dated <Effective Date>.
 - 1.3.7. Coverage Area 7, HCA Contract #<Contract #>, dated <Effective Date>.

The parties now wish to amend and restate those individual contracts into a single contract for all Coverage Areas that are served by the Contractor.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract shall commence on January 1, 2018 and be completed on December 31, 2019 unless terminated sooner or extended, as provided herein.

3. CONTRACT MANAGEMENT

Unless otherwise specified in this Contract, the individuals identified on page one (1) of this Contract are the contacts for all Notices required or permitted under this Contract. Either party may change its Contact from time to time by providing written notice in accordance with Section 7.17, Notices.

4. GENERAL DEFINITIONS

- 4.1. **“Agent”** means the Washington State Health Care Authority Director and/or the Director's delegate authorized in writing to act on behalf of the Director.
- 4.2. **“Behavioral Health Organization (BHO)”** 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.

- 4.3. **“Behavioral Health Services”** means services that address the promotion of emotional health; the prevention of mental illness and substance use disorders; and the treatment of substance abuse, addiction, substance use disorders, mental illness, and/or mental disorders.
- 4.4. **“Centers for Medicare & Medicaid Services (CMS)”** is the federal agency within the United States Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children's Health Insurance Program (CHIP), and health insurance portability standards.
- 4.5. **“Client”** or **“HCA Client”** means an applicant, recipient, or former applicant or recipient of any service or program administered by HCA.
- 4.6. **“Code of Federal Regulations (C.F.R.)”** is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 4.7. **“Contract”** means the entire written agreement between HCA and the Contractor, including any Exhibits, attachments, documents, or materials incorporated by reference. The parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitutes as one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this Contract shall be the same as delivery of an original.
- 4.8. **“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.
- 4.9. **“Debarment”** means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- 4.10. **“Department of Social and Health Services (DSHS)”** means the Washington State agency responsible for providing a broad array of healthcare and social services.
- 4.11. **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity thereof, or any of the officers or other officials lawfully representing the Authority.
- 4.12. **“HCA Acquisition and Risk Management Services”** is the Washington State Health Care Authority central headquarters contracting office, or successor section or office.

- 4.13. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, the federal legislation that protects health insurance coverage for workers and their families when they change or lose their jobs, and requires the establishment of national standards for electronic health care transactions and national identifiers for providers, health insurance plans, and employers.
- 4.14. **"Managed Care Organization (MCO)"** is an organization having a certificate of authority or certificate of registration from the Washington State Office of the Insurance Commissioner, which contracts, with the State under a comprehensive risk contract to provide prepaid health care services to eligible beneficiaries under managed care programs.
- 4.15. **"Medicaid"** means the programs of medical assistance benefits under Title XIX of the Social Security Act and various Demonstrations and Waivers thereof.
- 4.16. **"Memorandum of Understanding (MOU)"** is a business agreement for partnerships that do not involve a financial arrangement that describe the roles and responsibilities of each party to the agreement.
- 4.17. **"OMB"** is the Office of Management and Budget of the Executive Office of the President of the United States.
- 4.18. **"Patient Protection and Affordable Care Acts"** means Public Laws 111-148 and 111-152 (both enacted in March 2010). The law includes multiple provisions that are scheduled to take effect over a matter of years, including the expansion of Medicaid eligibility, the establishment of health insurance exchanges and prohibiting health insurers from denying coverage due to pre-existing conditions.
- 4.19. **"ProviderOne"** is the Health Care Authority's encounter reporting and payment processing system.
- 4.20. **"RCW"** is the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.
- 4.21. **"Subcontract"** means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- 4.22. **"Successor"** means any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the original Contractor.
- 4.23. **"Sub-recipient"** means a non-Federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a Beneficiary of such a program. A sub-recipient may also be a recipient of other Federal awards directly from a federal awarding agency. See OMB Circular A-133 for additional details.
- 4.24. **"Vendor"** means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or

services may be for an organization's own use or for the use of beneficiaries of the federal program. See OMB Circular A-133 for additional details.

4.25. **"Vulnerable Adult"** includes a person:

- 4.25.1. Sixty years of age or older who has the functional, mental, or physical inability to care for himself or herself;
- 4.25.2. Found incapacitated under Chapter 11.88 RCW;
- 4.25.3. Who has a developmental disability as defined under RCW 71A.10.020;
- 4.25.4. Admitted to any facility;
- 4.25.5. Receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW;
- 4.25.6. Receiving services from an individual care provider; or
- 4.25.7. Who directs his or her own care and receives services from a personal aide under Chapter 74.39 RCW.

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

5. DATA SECURITY DEFINITIONS

- 5.1. **"Authorized User(s)"** means an individual or individuals with an authorized business requirement to access HCA Confidential Information.
- 5.2. **"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 Health Information.
- 5.3. **"Data"** means information that is disclosed or exchanged as described in this Contract.
- 5.4. **"Data Access"** refers to rights granted to Designated Staff to view and use Data for the purposes expressly authorized by this Contract.
- 5.5. **"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.
- 5.6. **"Data Storage"** refers to the state data is in when not in use. Data can be stored on off-line devices such as CD's or on-line on Contractor servers or Contractor employee workstations.

- 5.7. **"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.
- 5.8. **"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.
- 5.9. **"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.
- 5.10. **"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 point.
- 5.11. **"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.
- 5.12. **"Physically Secure"** means that access is restricted through physical means to authorized individuals only.
- 5.13. **"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.
- 5.14. **"Protected Health Information"** means Individually Identifiable Health Information;
- 5.15. **"Public Information"** means information that can be released to the public. It does not need protection from unauthorized disclosure, but does need protection from unauthorized change that may mislead the public or embarrass HCA.
- 5.16. **"RDA" or "Research and Data Analysis"** means the division of DSHS that supports analyses of client counts, caseloads, expenditures and use rates within and between DSHS services and programs.
- 5.17. **"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.

- 5.18. **“Sensitive Information”** means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.
- 5.19. **“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.
- 5.20. **“Trusted Systems”** includes:
 - 5.20.1. For physical delivery only the following methods:
 - 5.20.1.1. Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
 - 5.20.1.2. United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail;
 - 5.20.1.3. Commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and
 - 5.20.1.4. The Washington State Campus mail system.
 - 5.20.2. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

6. HEALTH HOME DEFINITIONS

- 6.1. **“Action”** is the denial or limited authorization by the Contractor of a request health home service, including the type or level of health home service; the reduction, suspension, or termination by the Contractor of a previously authorized health home service; and the failure of the Contractor to provide authorized health home services or provide health home services in a timely manner.
- 6.2. **“Area Agency on Aging (AAA)”** is a local agency that uses state and federal resources to help older persons and adults with disabilities live in their own homes and communities as long as possible, postponing or eliminating the need for residential or institutional care (such as nursing homes). AAA’s were created under the Older Americans Act of 1965.
- 6.3. **“Authorizing Entity”** is an organization contracted by the State to approve or disapprove covered benefits for Medicaid beneficiaries following utilization guidelines. Examples include but are not limited to Managed Care Organizations, Behavioral Health Organizations, Home and Community Based Services Providers.
- 6.4. **“Beneficiary”** means a Client who is eligible for Health Home Services based upon at least one chronic condition and being at risk of a second as determined by a

predictive PRISM risk score of 1.5.

- 6.5. **“Caregiver Activation Measure® (CAM)”** means, an assessment that gauges the knowledge, skills and confidence essential to providing care for a person with chronic conditions.
- 6.6. **“Care Coordination Organization (CCO)”** means an organization within the Qualified Health Home network that is responsible for delivering Health Home services.
- 6.7. **“Chronic Condition”** means a physical or behavioral health condition that is persistent or otherwise long lasting in its effects.
- 6.8. **“Clinical Eligibility Tool”** is the referral tool used to determine if the potential Health Home Beneficiary is eligible for Health Home services by manually entering demographic, diagnoses, and pharmacy information to calculate the individual’s expected health care expenditure risk score.
- 6.9. **“Comprehensive Assessment Report and Evaluation (CARE)”** means a person centered, automated assessment tool used for determining Medicaid functional eligibility, level of care for budget and comprehensive care planning, as defined in WAC 388-106 or any successor provisions thereto.
- 6.10. **“Coverage Area(s)”** means pre-determined geographical areas composed of specific counties. The Coverage Areas are:
 - 6.10.1. Coverage Area 1: Clallam, Grays Harbor, Jefferson, Kitsap, Lewis, Mason, Pacific, and Thurston Counties.
 - 6.10.2. Coverage Area 2: Island, San Juan, Skagit, Snohomish and Whatcom Counties.
 - 6.10.3. Coverage Area 3: King County
 - 6.10.4. Coverage Area 4: Pierce County.
 - 6.10.5. Coverage Area 5: Clark, Cowlitz, Klickitat, Skamania, and Wahkiakum Counties.
 - 6.10.6. Coverage Area 6: Adams, Chelan, Douglas, Ferry, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, and Whitman Counties.
 - 6.10.7. Coverage Area 7: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima Counties.
- 6.11. **“Engagement”** means the Beneficiary’s agreement to participate in Health Homes as demonstrated by the completion of the Health Action Plan.
- 6.12. **“Fee-for-Service (FFS)”** means the Medicaid healthcare delivery system that provides covered Medicaid benefits to eligible beneficiaries through any willing and contracted provider where payment is made on a per service basis.

- 6.13. **“Hallmark Events”** means elevated episodes of care that have potential to seriously affect the Beneficiary's health or health outcomes.
- 6.14. **“Health Action Plan (HAP)”** means a Beneficiary prioritized plan identifying what the Beneficiary plans to do to improve his or her health.
- 6.15. **“Health Home Care Coordination”** means a person centered approach to healthcare in which a Beneficiary's health and support needs are coordinated with the assistance of a Health Home Care Coordinator as the primary point of contact.
- 6.16. **“Health Home Care Coordination Assignment”** means the process used to determine which Health Home Care Coordination Organization is responsible for delivering the six Health Home Services to the Beneficiary.
- 6.17. **“Health Home Care Coordinator”** means an individual employed by the Contractor or a 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.
- 6.18. **“Health Home Information Sharing Consent Form”** means a release form signed by the Beneficiary to authorize the release of information to facilitate the sharing of the Beneficiary's health information.
- 6.19. **“Health Home Services”** means a group of six (6) services that coordinate care across several domains, as defined under Section 2703 of the Affordable Care Act. The six services are:
- 6.19.1. Comprehensive care management;
 - 6.19.2. Care coordination and health promotion;
 - 6.19.3. Comprehensive transitional care from inpatient to other settings, including appropriate follow-up;
 - 6.19.4. Individual and family support;
 - 6.19.5. Referral to community and social support services, if relevant; and
 - 6.19.6. The use of health information technology to link services, as feasible and appropriate.
- 6.20. **“KATZ Index of Independence in Activities of Daily Living (Katz ADL)”** means a screening instrument used to assess basic activities of daily living in older adults in a variety of care settings.

- 6.21. **“Long Term Services and Supports (LTSS)”** means the variety of services and supports that help people with functional impairments meet their daily needs for assistance in community based settings and improve the quality of their lives.
- 6.22. **“Multidisciplinary Teams”** means a group clinical and non-clinical staff such as primary care providers, mental health professionals, chemical dependency treatment providers, and social workers, community health workers, peer counselors or other non-clinical staff that facilitates the work of the Health Home Care Coordinator. Optional team members may include nutritionists/dieticians, direct care workers, pharmacists, peer specialists, family members or housing representatives.
- 6.23. **“Parent Patient Activation Measure® (PPAM)”** is an assessment that gauges the knowledge, skills and confidence of the parent’s management of their child’s health.
- 6.24. **“Patient Activation Measure® (PAM)”** is an assessment that gauges the knowledge, skills and confidence essential to managing one’s own health and healthcare.
- 6.25. **“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.
- 6.26. **“Qualified Health Home”** means an entity qualified by the state to administer the Health Home program to eligible Beneficiaries.
- 6.27. **“Rate Tiers”** means a three tier system of payment for Health Home services which make separate payments for:
- 6.27.1. Outreach, engagement and completion of the Health Action Plan;
 - 6.27.2. Intensive Health Home Care Coordination; and
 - 6.27.3. Low Level Health Home Care Coordination.

7. GENERAL TERMS AND CONDITIONS

- 7.1. **Entire Contract:** This Contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
- 7.2. **Incorporation by Reference:** The following documents are incorporated into this Contract by reference:
- 7.2.1. State of Washington, Health Care Authority, Encounter Data Reporting Guide.
 - 7.2.2. State of Washington, Health Care Authority, OneHealthPort Canonical Guide.
- 7.3. **Assurances:** HCA and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local

laws, rules, and regulations.

- 7.4. **Records Retention:** The Contractors shall maintain adequate records of services, charges, dates, and other commonly accepted information elements for services rendered pursuant to this Contract.
- 7.4.1. All Financial records shall follow generally accepted accounting principles.
- 7.4.2. Medical records and supporting management systems shall include pertinent information related to the medical management of each Beneficiary.
- 7.4.3. Other records shall be maintained as necessary to clearly reflect all actions taken by the contractor related to services provided under this Contract.
- 7.4.4. Records shall be maintained for a period of no less than six (6) years from the close of the Contract, or such other period as required by law.
- 7.4.5. If records are under review or audit they must be retained for a minimum of six (6) years following resolution of such action.
- 7.5. **Records Access:** The Contractor acknowledges and agrees that HCA and DSHS shall, upon reasonable notice, have access to records and facilities under this Contract.
- 7.5.1. The Contractor shall provide access to all Health Home related records, and supportive materials maintained by the contractor or any subcontracted entity.
- 7.5.2. The Contractor shall provide access to Health Home related portions of facilities, whether facilities of the Contractor or subcontractors.
- 7.6. **Audits and Investigations:** The Contractor acknowledges and agrees that HCA, DSHS, and their authorized representatives shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of this Contract and any other applicable rules.
- 7.6.1. The Contractor and all of its subcontractors shall cooperate with HCA and DSHS contract compliance audits, on-site reviews, and other evaluation activities required by this contract.
- 7.7. **Governing Law and Venue:** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 7.8. **Conformance:** If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- 7.9. **Order of Precedence:** Each of the Exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the

inconsistency shall be resolved by giving precedence in the following order:

- 7.9.1. Applicable Federal and State of Washington statutes and regulations.
- 7.9.2. Terms and Conditions as contained in this Contract.
- 7.9.3. Any other provision, term or material incorporated herein by reference or otherwise.
- 7.10. **Survivability:** The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration or termination of this Contract shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Data Sharing, Disputes, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- 7.11. **Severability:** If any term or condition of this Contract is held invalid by any court, the remainder of this Contract remains valid and in full force and effect.
- 7.12. **Force Majeure:** If the Contractor is prevented from performing any or all of its obligations hereunder, because of a major epidemic, act of God, war, terrorist act, civil disturbance, court order, or any other cause beyond its control; such nonperformance shall not be grounds for termination for default. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to directly or indirectly provide, alternate and, to the extent practicable, comparable performance of its obligations. Nothing in this Section shall be construed to prevent HCA from terminating this Contract for reasons other than for default during the period of event set forth above, or for default, if such default occurred prior to such event.
- 7.13. **Insurance:** The Contractor shall at all times comply with the following insurance requirements.
 - 7.13.1. The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Health Care Authority (HCA), and its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.
 - 7.13.1.1. In lieu of general liability insurance mentioned above, if the Contractor is a sole proprietor with less than three contracts, the Contractor may choose one of the following three general liability policies-but only if attached to a professional liability policy, and if selected, the policy shall be maintained for the life of this Contract:

- 7.13.1.1.1. Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Health Care Authority (HCA), its elected and appointed officials, agents, and employees shall be named as additional insureds.
- 7.13.1.1.2. Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Health Care Authority (HCA), and its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.
- 7.13.1.1.3. Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Health Care Authority (HCA), and its elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.
- 7.13.2. The Contractor shall maintain a Business Automobile Liability Insurance Policy on all vehicles used to transport Beneficiaries, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide HCA with a waiver of subrogation or name HCA as an Additional Insured.
- 7.13.3. The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.
- 7.13.4. The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and HCA shall not be held responsible for claims filed for Worker's Compensation under Title 51 RCW by the Contractor or its employees under such laws and regulations.
- 7.13.5. Insurance required of the Contractor under this Contract shall include coverage for the acts and omissions of the Contractor's employees and

volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

- 7.13.6. The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract.
- 7.13.7. All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.
- 7.13.8. The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.
- 7.13.9. The Contractor, upon request by HCA Acquisition and Risk Management Services staff, shall submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract.
 - 7.13.9.1. The Certificate of Insurance shall identify the Washington State Health Care Authority (HCA) as the Certificate Holder.
 - 7.13.9.2. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.
 - 7.13.9.3. The Contractor is not required to submit to the HCA copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under this Contract.
 - 7.13.9.4. The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by this Contract.
- 7.13.10. The insurer shall give HCA 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give HCA 10 days advance written notice of cancellation.
- 7.13.11. By requiring insurance, the State of Washington and HCA do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

- 7.14. **Registration with State of Washington:** The Contractor shall be responsible for registering with Washington State agencies, including but not limited to, the Washington State Department of Revenue, the Washington Secretary of State's Corporations Division and the Washington State Office of Financial Management, Division of Information Services' Statewide Vendors program.
- 7.15. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the HCA Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of HCA.
- 7.16. **Disputes:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this Section. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein which cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the Contract Administrator which shall oversee the following Dispute Resolution Process: HCA shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; HCA's and Contractor's representatives shall mutually agree on a third person to chair the dispute panel. The dispute panel shall thereafter decide the dispute with the majority prevailing.
- 7.16.1. A party's request for a dispute resolution must:
- 7.16.1.1. Be in writing;
 - 7.16.1.2. State the disputed issues;
 - 7.16.1.3. State the relative positions of the parties;
 - 7.16.1.4. State the contractor's name, address, and his/her department contract number; and
 - 7.16.1.5. Be mailed to HCA Contracts Office, PO Box 42702, Olympia, WA 98504-2702 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.
- 7.16.2. This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.
- 7.17. **Notices:** Whenever one party is required to give notice to the other party under this Contract, it shall be deemed given if mailed by the United States Postal Service (USPS), as registered or certified mail, with a return receipt requested, postage prepaid and addressed as follows:
- 7.17.1. In the case of notice to the Contractor, notice shall be sent to the point of

contact identified on page one (1) of this Contract;

7.17.2. In the case of notice to HCA, notice shall be sent to:

Acquisition and Risk Management Services
Legal and Administrative Services
Washington State Health Care Authority
P. O. Box 42702
Olympia, Washington 98504-2702

7.17.3. Notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later day is specified in the notice.

7.18. **Notice of Overpayment:** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from the Washington State Department of Social and Health Services, Office of Financial Recovery (OFR), the Contractor may protest the overpayment determination by requesting an adjudicative proceeding.

7.18.1. The Contractor's request for an adjudicative proceeding must:

7.18.1.1. Be received by the OFR at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;

7.18.1.2. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;

7.18.1.3. Include a statement as to why the Contractor thinks the notice is incorrect; and

7.18.1.4. Include a copy of the overpayment notice.

7.18.2. Timely and complete requests will be scheduled for a formal hearing by the Washington State Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

7.18.3. Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. HCA may charge the Contractor interest and any costs associated with the collection of this overpayment. HCA may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any

other collection action available to HCA to satisfy the overpayment debt.

- 7.19. **Savings:** In the event funding from State, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its completion or termination, HCA may terminate this Contract under the "Termination Due to Change in Funding" Section, without the ten (10) day notice requirement, subject to renegotiation at HCA's discretion under those new funding limitations and conditions.
- 7.20. **Termination for Convenience:** Either party may terminate this Contract in whole or in part when it is in that party's best interest, by giving fifteen (15) business days written notice, beginning on the second (2nd) day after the mailing. If this Contract is so terminated, the HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.
- 7.21. **Termination for Default:** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given thirty (30) working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated by written notice from the aggrieved party to the other party.
- 7.21.1. HCA reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of an alleged compliance breach and pending corrective action by the Contractor.
- 7.21.2. In the event this Contract is terminated by either party for default, the responsible party shall be liable for damages as authorized by law.
- 7.21.3. HCA may terminate this Contract in the event the Contractor fails to timely submit accurate information required by 42 C.F.R. § 455 Subpart E as specified in Section 8, Program Integrity, of this Contract.
- 7.21.4. HCA may terminate this Contract if HCA determines that the Contractor failed to report information as required by 42 C.F.R. § 455.416.
- 7.22. **Termination Due to Change in Funding:** If the funds HCA relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, HCA may immediately terminate or unilaterally amend this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 7.23. **Termination or Expiration Procedures:** The following terms and conditions apply upon Contract termination or expiration:
- 7.23.1. HCA, in addition to any other rights provided in this Contract, may require the Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been

terminated.

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

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

7.23.2.2. Partially completed work and services;

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

7.23.2.4. The protection and preservation of property, unless the termination is for default, in which case the Agent or designee shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" Section of this Contract. HCA may withhold from any amounts due the Contractor such sum as the Agent or designee determines to be necessary to protect HCA against potential loss or liability.

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

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

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

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

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

7.23.3.1.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent or designee to the extent the Agent or designee may require, which approval or ratification shall be final

for all the purposes of this Section;

- 7.23.3.1.5. Transfer title to HCA and deliver in the manner, at the times, and to the extent directed by the Agent or designee any property which, if this Contract had been completed, would have been required to be furnished to HCA;
- 7.23.3.1.6. Complete performance of such part of the work as shall not have been terminated by the Agent or designee; and
- 7.23.3.1.7. Take such action as may be necessary, or as the Agent or designee may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which HCA has or may acquire an interest.

8. PROGRAM INTEGRITY

8.1. General Requirements

- 8.1.1. The Contractor shall have and comply with policies and procedures that guide and require the Contractor and the Contractor's officers, employees, agents and subcontractors to comply with the requirements of this Section.
- 8.1.2. The Contractor shall include Program Integrity requirements in its subcontracts and provider application, credentialing and recredentialing processes.
- 8.1.3. The following are relevant citations for Program Integrity compliance. The Contractor is expected to be familiar with, comply with, and require compliance with all regulations related to Program Integrity whether or not those regulations are listed.
 - 8.1.3.1. Section 1902(a)(68) of the Social Security Act
 - 8.1.3.2. 42 C.F.R. § 438.610
 - 8.1.3.3. 42 C.F.R. § 455
 - 8.1.3.4. 42 C.F.R. § 1000 through 1008
 - 8.1.3.5. Chapter 182-502A WAC

8.2. The Contractor shall ensure compliance with the program integrity provisions of this Contract, including proper payments to providers or subcontractors and methods for detection of fraud, waste, and abuse.

8.3. The Contractor shall have a staff person dedicated to working collaboratively with

HCA on program integrity issues. This will include the following:

- 8.3.1. A quality control and review of encounter data submitted to HCA.
- 8.4. The Contractor shall perform ongoing analysis of its utilization, claims, billing, and/or encounter data to detect overpayments, and shall perform audits and investigations of subcontractor providers and provider entities. This may include audits against all State-funded claims. For the purposes of this subsection, "overpayment" means a payment from the Contractor to a provider or subcontractor to which the provider or subcontractor is not entitled by law, rule, or contract, including amounts in dispute.
 - 8.4.1. When the Contractor or the State identifies an overpayment, it will be considered an obligation, as defined at RCW 74.09.220, and the funds must be recovered by and/or returned to the State or the Contractor.
 - 8.4.2. To maintain compliance with regulations found in Section 1128J(d) of the Social Security Act, overpayments that are not recovered by or returned to the Contractor within sixty (60) calendar days from the date they were identified and known by the State and/or the Contractor, such overpayments may be recovered by HCA.
- 8.5. **Disclosure of Information on Ownership and Control:** The Contractor must provide the following disclosures (42 C.F.R. § 455.104):
 - 8.5.1. The identification of any person or corporation with a direct, indirect or combined direct/indirect ownership interest of five percent (5%) or more of the Contractor's equity (or, in the case of a subcontractor's disclosure, five percent (5%) or more of the subcontractor's equity);
 - 8.5.2. The identification of any person or corporation with an ownership interest of five percent (5%) or more of any mortgage, deed of trust, note or other obligation secured by the Contractor if that interest equals at least five percent (5%) of the value of the Contractor's assets (or, in the case of a subcontractor's disclosure, a corresponding obligation secured by the subcontractor equal to five percent (5%) of the subcontractor's assets);
 - 8.5.3. The name, address, date of birth, and Social Security Number of any managing employee of the Contractor. For the purposes of this Subsection "managing employee" means a general manager, business manager, administrator, corporate officer, director (i.e. member of the board of directors), or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. The disclosures must include the following:
 - 8.5.3.1. The name, address, and financial statement(s) of any person (individual or corporation) that has five percent (5%) or more ownership or control interest in the Contractor.
 - 8.5.3.2. The name and address of any person (individual or corporation)

that has five percent (5%) or more ownership or control interest in any of the Contractor's subcontractors.

- 8.5.3.3. Indicate whether the individual/entity with an ownership or control interest is related to any other Contractor's employee such as a spouse, parent, child, or siblings; or is related to one of the Contractor's officers, directors or other owners.
- 8.5.3.4. Indicate whether the individual/entity with an ownership or control interest owns five percent (5%) or greater in any other organizations.
- 8.5.3.5. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- 8.5.3.6. Date of birth and Social Security Number (in the case of an individual).
- 8.5.3.7. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Qualified Health Home entity or its subcontractor.

8.5.4. The Contractor must terminate or deny network participation if the provider, or any person with five percent (5%) or greater direct or indirect ownership interest in the provider, fails to submit sets of fingerprints in a form and manner to be determined by HCA within thirty (30) calendar days when requested by HCA or any authorized federal agency.

8.5.5. Disclosures from the Contractor are due to HCA at any of the following times: (healthhomes@hca.wa.gov)

- 8.5.5.1. When the Contractor submits a proposal in accordance with an HCA's procurement process.
- 8.5.5.2. When the Contractor executes the Contract with HCA.
- 8.5.5.3. Upon renewal or extension of the Contract.
- 8.5.5.4. Within thirty-five (35) days after any change in ownership of the Contractor.
- 8.5.5.5. Upon request by HCA.

8.6. Disclosure by Qualified Health Home: Information on Ownership and Control, Subcontractors and Providers

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

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

8.7. Information on Persons Convicted of Crimes

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

8.7.1.1. Requiring the subcontractor/provider to investigate and disclose to the Contractor, at contract execution or renewal, and upon request of the Contractor the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XIX services program since the inception of those programs and who is (42 C.F.R. § 455.106(a)):

8.7.1.1.1. A person who has an ownership or control interest in the subcontractor or provider. (42 C.F.R. § 455.106(a) (1)).

8.7.1.1.2. An agent or person who has been delegated the authority to obligate or act on behalf of the subcontractor or provider. (42 C.F.R. § 455.101; 42 C.F.R. § 455.106(a) (1)).

8.7.1.1.3. An agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of, the subcontractor or provider. 42 C.F.R. § 455.101; 42 C.F.R. § 455.106(a) (2).

8.8. **Fraud, Waste and Abuse:** The Contractor's Fraud, Waste and Abuse program shall have:

8.8.1. A process to inform officers, employees, agents and subcontractors regarding the False Claims Act.

8.8.2. Administrative and management arrangements or procedures, and a mandatory compliance plan.

8.8.3. Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and State standards.

8.8.4. The designation of a compliance officer and a compliance committee that is accountable to senior management.

8.8.5. Effective Fraud, Waste and Abuse training for all affected parties.

8.8.6. Effective lines of communication between the compliance officer and the Contractor's staff and subcontractors.

8.8.7. Enforcement of standards through well-publicized disciplinary guidelines.

- 8.8.8. Provision for internal monitoring and auditing.
- 8.8.9. Provision for prompt response to detected offenses, and for development of corrective action initiatives.
- 8.8.10. Provision of detailed information to employees and subcontractors regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a)(68) of the Social Security Act and the Washington false claims statutes, Chapter 74.66 RCW and RCW 74.09.210.
- 8.8.11. Provision for full cooperation with any federal, HCA or Attorney General Medicaid Fraud Control Unit (MFCU) investigation including promptly supplying all data and information requested for the investigation.
- 8.8.12. Verification that services billed by providers were actually provided to enrollees. (42 C.F.R. § 455.20).
- 8.9. **Referrals of Credible Allegations of Fraud and Provider Payment Suspensions**

The Contractor shall establish policies and procedures for MFCU referrals on credible allegations of fraud and for payment suspension when the Contractor determines there is a credible allegation of fraud (42 C.F.R § 455.23).

 - 8.9.1. When the Contractor has concluded that a credible allegation of fraud exists, the Contractor shall make a fraud referral to MFCU and HCA within five (5) business days of the determination. The referral must be sent to MFCUreferrals@atg.wa.gov with copies to HotTips@hca.wa.gov.
 - 8.9.2. If HCA, MFCU or other law enforcement agency accepts the allegation for investigation, HCA shall notify the Contractor's compliance officers within two (2) business days of the acceptance notification, along with a directive to suspend payment to the affected provider(s) if it is determined that suspension will not impair MFCU's or law enforcement's investigation. HCA shall notify the Contractor if the referral is declined for investigation. If HCA, MFCU, or other law enforcement agencies decline to investigate the fraud referral, the Contractor may proceed with its own investigation and comply with the reporting requirements contained in this Subsection.
 - 8.9.3. Upon receipt of notification from HCA, the Contractor shall send notice of the decision to suspend program payments to the provider within the following timeframes:
 - 8.9.3.1. Within five (5) calendar days of taking such action unless requested in writing by HCA, the Medicaid Fraud Control Unit (MFCU), or law enforcement agency to temporarily withhold such notice.
 - 8.9.3.2. Within thirty (30) calendar days if requested by HCA, MFCU, or law enforcement in writing to delay sending such notice. The request for delay may be renewed in writing no more than twice

and in no event may the delay exceed ninety (90) calendar days.

- 8.9.4. The notice must include or address all of the following (42 C.F.R. § 455.23(2):
 - 8.9.4.1. State that payments are being suspended in accordance with this provision;
 - 8.9.4.2. Set forth the general allegations as to the nature of the suspension action. The notice need not disclose any specific information concerning an ongoing investigation;
 - 8.9.4.3. State that the suspension is for a temporary period and cite the circumstances under which the suspension will be lifted;
 - 8.9.4.4. Specify, when applicable, to which type or types of claims or business units the payment suspension relates; and
 - 8.9.4.5. Where applicable and appropriate, Inform the provider of any appeal rights available to this provider, along with the provider's right to submit written evidence for consideration by the Contractor
- 8.9.5. All suspension of payment actions under this Section will be temporary and will not continue after either of the following:
 - 8.9.5.1. It is determined by HCA, MFCU, or law enforcement that there is insufficient evidence of fraud by the provider; or
 - 8.9.5.2. Legal proceedings related to the provider's alleged fraud are completed and the allegation of fraud was not upheld.
- 8.9.6. The Contractor must document in writing the termination of a payment suspension and issue a notice of the termination to the provider and to HCA.
- 8.9.7. The Contractor and/or HCA may find that good cause exists not to suspend payments, in whole or in part, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible allegation of fraud if any of the following are applicable:
 - 8.9.7.1. MFCU or other law enforcement officials have specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.
 - 8.9.7.2. Other available remedies are implemented by the Contractor, after HCA approves remedy, that more effectively or quickly protect Medicaid funds.

- 8.9.7.3. The Contractor determines, based upon the submission of written evidence by the individual or entity that is the subject of the payment suspension, there is no longer a credible allegation of fraud and that the suspension should be removed. The Contractor shall review evidence submitted by the provider and submit it with a recommendation to HCA. HCA shall direct the Contractor to continue, reduce or remove the payment suspension within thirty (30) calendar days of having received the evidence.
- 8.9.7.4. Enrollee access to items or services would be jeopardized by a payment suspension because of either of the following:
 - 8.9.7.4.1. An individual or entity is the sole community physician or the sole source of essential specialized services in a community.
 - 8.9.7.4.2. The individual or entity serves a large number of enrollees within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.
- 8.9.7.5. MFCU or law enforcement declines to certify that a matter continues to be under investigation.
- 8.9.7.6. HCA determines that payment suspension is not in the best interests of the Medicaid program.
- 8.9.8. The Contractor shall maintain for a minimum of six (6) years from the date of issuance all materials documenting:
 - 8.9.8.1. Details of payment suspensions that were imposed in whole or in part; and
 - 8.9.8.2. Each instance when a payment suspension was not imposed or was discontinued for good cause.
- 8.9.9. If the Contractor fails to suspend payments to an entity or individual for whom there is a pending investigation of a credible allegation of fraud without good cause, and HCA directed the Contractor to suspend payments, HCA may impose sanctions.
- 8.9.10. If any government entity, either from restitutions, recoveries, penalties or fines imposed following a criminal prosecution or guilty plea, or through a civil settlement or judgment, or any other form of civil action, receives a monetary recovery from any entity, the entirety of such monetary recovery belongs exclusively to the State of Washington and the Contractor has no claim to any portion of this recovery.
- 8.9.11. Furthermore, the Contractor is fully subrogated, and shall require its subcontractors to agree to subrogate, to the State of Washington for all

criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the Contractor or subcontractor has or may have against any entity that directly or indirectly receives funds under this Contract including, but not limited to, any health care provider, manufacturer, wholesale or retail supplier, sales representative, laboratory, or other provider in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other health care related products or services.

8.9.12. Any funds recovered and retained by a government entity will be reported to the actuary to consider in the rate-setting process.

8.9.13. For the purposes of this Section, "subrogation" means the right of any State of Washington government entity or local law enforcement to stand in the place of a Contractor or client in the collection against a third party.

8.10. **Investigations**

8.10.1. The Contractor shall cooperate with all state and federal agencies that investigate fraud, waste and abuse.

8.10.2. The Contractor shall suspend its own investigation and all program integrity activities if notified in writing to do so by any applicable state or federal agency (i.e., MFCU, DOH, OIG, and CMS).

8.10.3. The Contractor shall maintain all records, documents and claim data for enrollees, providers and subcontractors who are under investigation by any state or federal agency in accordance with retention rules or until the investigation is complete and the case is closed by the investigating state or federal agency.

8.10.4. The Contractor shall comply with directives resulting from the state or federal agency investigations.

8.10.5. The Contractor shall request a refund from a third-party payor, provider or subcontractor when an investigation indicates that such a refund is due. These refunds must be reported to HCA as overpayments.

8.11. **Excluded Individual and Entities:** The Contractor is prohibited from paying with funds received under this Contract for goods and services furnished, ordered or prescribed by excluded individuals and entities (Social Security Act (SSA) section 1903(i)(2) of the Act; 42 C.F.R. § 455.104, 42 C.F.R. § 455.106, and 42 C.F.R. § 1001.1901(b)).

8.11.1. The Contractor shall monitor for excluded individuals and entities by:

8.11.1.1. Screening Contractor and subcontractor individuals and entities with an ownership or control interest during the initial provider application, credentialing and recredentialing processes and prior to entering into a contractual or other relationship where

the individual or entity would benefit directly or indirectly from funds received under this Contract and payable by a federal health care program.

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

8.12. Reporting

- 8.12.1. All Program Integrity notification and reporting to HCA shall be in accordance with the provisions of the General Terms and Conditions of this Contract unless otherwise specified herein.
- 8.12.2. If the Contractor suspects client/member/enrollee fraud, the Contractor shall notify the HCA Office of Medicaid Eligibility and Policy (OMEP) of any cases in which the Contractor believes there is a serious likelihood of enrollee fraud by:
 - 8.12.2.1. Sending an email to WAHeligibilityfraud@hca.wa.gov; or
 - 8.12.2.2. Calling the Office of Medicaid Eligibility and Policy at 360-725-0934 and leaving a detailed voice mail message; or
 - 8.12.2.3. Faxing the written complaint to Attention Washington Apple Health Eligibility Fraud at 360-725-1158; or
 - 8.12.2.4. Mailing a written referral to:

Health Care Authority
Attention: OMEP
P.O. Box 45534
Olympia, WA 98504-5534
- 8.12.3. Any excluded individuals and entities discovered in the screening described in the Fraud, Waste and Abuse Subsection of this Contract, including the provider application, credentialing and recredentialing processes, must be reported to HCA within five (5) business days of discovery.
- 8.12.4. The Contractor is responsible for investigating client fraud, waste and abuse and referring client fraud to HCA OMEP. The Contractor shall provide initial allegations, investigations and resolutions of client fraud to HCA OMEP.
- 8.12.5. The Contractor shall investigate and disclose to HCA, at contract execution or renewal, and upon request of HCA, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XXI services program since the inception of those programs and who is an agent or person who has been delegated the authority to obligate or act on behalf of the Contractor.

8.13. Access to Records and On-site Inspections

- 8.13.1. Upon request, the Contractor and the Contractor's providers and subcontractors shall allow HCA or any authorized state or federal agency or duly authorized representative with access to the Contractor's and the Contractor's providers and subcontractors premises during normal business hours to inspect, review, audit, investigate, monitor or otherwise evaluate

the performance of the Contractor and its providers and subcontractors. The Contractor and its providers and subcontractors shall forthwith produce all records, documents, or other data requested as part of such inspection, review, audit, investigation, monitoring or evaluation. Copies of records and documents shall be made at no cost to the requesting agency. (42 C.F.R. § 455.21(a)(2); 42 C.F.R. § 431.107(b)(2)). A record includes but is not limited to:

- 8.13.1.1. Medical records;
- 8.13.1.2. Billing records;
- 8.13.1.3. Financial records;
- 8.13.1.4. Any record related to services rendered, quality, appropriateness, and timeliness of service;
- 8.13.1.5. Any record relevant to an administrative, civil or criminal investigation or prosecution; and
- 8.13.1.6. Any record of a Contractor-paid claim or encounter, or a Contractor-denied claim or encounter.

8.13.2. Upon request, the Contractor, its provider or subcontractor shall provide and make staff available to assist in such inspection, review, audit, investigation, monitoring or evaluation, including the provision of adequate space on the premises to reasonably accommodate HCA or other state or federal agency.

8.14. Affiliations with Debarred or Suspended Persons

- 8.14.1. The Contractor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than five percent (5%) of the Contractor's equity who has been debarred or suspended from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.
- 8.14.2. The Contractor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than five percent (5%) percent of the Contractor's equity who is affiliated with another person who has been debarred or suspended from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.
- 8.14.3. The Contractor shall not have an employment, consulting, or any other agreement with a debarred or suspended person or entity for the provision of items or services that are significant and material to this Contract. The Contractor shall agree and certify it does not employ or contract, directly or

indirectly, with:

- 8.14.3.1. Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 (42 U.S.C. § 1320a-7) or 1128A (42 U.S.C. § 1320a) of the Social Security Act for the provision of health care, utilization review, medical social work, or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual;
 - 8.14.3.2. Any individual or entity discharged or suspended from doing business with the HCA; or
 - 8.14.3.3. Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act.
- 8.15. **Background Checks:** The Contractor shall ensure that a criminal history background check is performed on all employees, volunteers and subcontractor staff who may have unsupervised access to children and/or Vulnerable Adults, as defined by RCW 43.43.830(14), served under this Contract.
- 8.15.1. Such criminal history background check shall be consistent with RCW 43.43.832, 43.43.834, RCW 43.20A.710 and Chapter 388-06 WAC.
 - 8.15.2. The Contractor shall not give employees, volunteers, and subcontractor staff access to children and/or Vulnerable Adults until a criminal history background check is performed.
- 8.16. **Professional Credentialing and Licensure:**
- 8.16.1. If the Contractor, its employees, and/or subcontractors who shall be in contact with HCA Clients while performing work under this Contract must be accredited, certified, licensed or registered according to Washington state laws and regulations; the Contractor shall ensure that all such individuals do not have, and shall remain without during the term of this Contract, restrictions or sanctions placed on such accreditation, certification, license and/or registration. The Contractor shall notify the HCA Acquisition and Risk Management Services staff within three (3) business days of receipt of information relating to disciplinary action against the accreditation, certification, license and/or registration of the Contractor, an employee, subcontractor or subcontractor employee.

9. DATA SHARING

- 9.1. **Justification for Data Sharing:** Data is needed to facilitate the Contractor's performance of work as described in Section 11, Statement of Work, of this Contract.
- 9.2. **Functions of Responsible Parties:** HCA, DSHS, and the Contractor shall comply with the data sharing functions and responsibilities described herein.

- 9.2.1. **HCA Functions:** HCA shall provide all technical assistance necessary for and incidental to the support of the Contractor's performance under this Contract; and monitor the use and disclosure of Data and suspend or terminate access privileges for unauthorized activity.
- 9.2.2. **DSHS Functions:** DSHS shall provide all technical assistance necessary for PRISM access; and monitor continuously the use of PRISM and suspend or terminate privileges for unusual or potentially unauthorized access, uses, or disclosures.
- 9.2.3. **Contractor Functions:** The Contractor shall use the Data made available to it as a result of this Contract solely for the purposes of this Contract.
 - 9.2.3.1. The Contractor Coordinator shall identify all Designated Staff who have a business need to access PRISM.
 - 9.2.3.2. The Contractor shall ensure that Designated Staff complete and submit to the DSHS PRISM Administration Team necessary forms required by CMS and DSHS for data authorization and PRISM access, including:
 - 9.2.3.2.1. The PRISM registration form; and
 - 9.2.3.2.2. The DSHS provided spreadsheet.
 - 9.2.3.3. The Contractor shall complete and maintain on file the Nondisclosure of HCA Confidential Information form (Exhibit A).
 - 9.2.3.4. The Contractor shall ensure Designated Staff receive an annual written reminder of the required Nondisclosure of HCA Confidential Information requirements.
 - 9.2.3.5. The Contractor shall promptly notify the HCA Acquisition and Risk Management Services and the DSHS PRISM Administration Team when established Designated Staff user accounts should be removed due to employment termination, job reassignment, or other changes in circumstances.
 - 9.2.3.6. The Contractor shall maintain and provide to HCA or DSHS upon request a list of all subcontracted CCOs and Health Home Provider Business Associates who have accessed Data as a result of this Contract.
 - 9.2.3.7. The Contractor shall comply with the privacy, data security, permitted data usage requirements and data use restrictions contained in:
 - 9.2.3.7.1. Data Security Requirements (Subsection 9.7.);
 - 9.2.3.7.2. Data Handling Requirements (Subsection 9.8.);

- 9.2.3.7.3. Information Exchange Agreement between Centers for Medicare & Medicaid Services Washington State Health Care Authority for Disclosure of Medicare Part D Data (CMS Agreement No. 2011-13) as pertains to Medicare Data provided by the Contractor;
- 9.2.3.7.4. Medicare Part D Data Use Agreement No. 21628, Agreement for Use of Centers for Medicare & Medicaid Services Data Containing Individual Identifiers and addenda;
- 9.2.3.7.5. Medicare Part D Attachment A; and
- 9.2.3.7.6. HCA staff shall provide the Contractor with copies of the documents referenced under this Section of the contract upon execution.

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

9.3.1. **Category 1 – Public Information:** Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

9.3.2. **Category 2 – Sensitive Information:** Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

9.3.3. **Category 3 – Confidential Information:** Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

9.3.3.1. Personal information about individuals, regardless of how that information is obtained;

9.3.3.2. Information concerning employee personnel records;

9.3.3.3. Information regarding IT infrastructure and security of computer and telecommunications systems; and

9.3.3.4. Business Associates Agreement (BAA) required.

9.3.4. **Category 4 – Confidential Information Requiring Special Handling:** Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

9.3.4.1. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.

9.3.4.2. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

9.3.4.3. Business Associates Agreement (BAA) required.

9.4. **Permitted Data Use:** The Contractor shall limit its use and disclosure of HCA Data to purposes identified in this Contract.

9.4.1. The Contractor shall obtain HCA's authorization prior to making any reports containing results based on HCA Data publicly available.

9.5. **Restrictions on Data Use:** The Contractor shall:

9.5.1. Limit the authorization and authentication of Designated Staff to only those employees whose duties include one or more of the following:

9.5.1.1. Providing, coordinating, or managing care and/or services for Beneficiaries;

9.5.1.2. Determining eligibility, monitoring caseloads, and/or identifying high-risk Beneficiaries;

9.5.1.3. Quality Improvement activities; and

9.5.1.4. Assessing, referring, and case managing Beneficiaries.

9.5.2. Restrict access by Designated Staff to no more than the minimum amount of information necessary to perform job duties;

9.5.3. Strictly sanction the access, use, or disclosure of Data for purposes not related to job duties. Such sanction includes dismissal if the severity of the misuse or disclosure is determined by HCA or DSHS PRISM Administration; and

9.5.4. Limit access by Designated Staff to looking-up information on Individual Beneficiaries unless the Designated Staff person's job duties require authorized access to a list of Beneficiaries.

9.6. **Data Access Requirements:** HCA and DSHS PRISM Administration shall limit access by the Contractor's Designated Staff to those:

9.6.1. Who have been identified to HCA's Enterprise Technology Services (ETS) staff and DSHS's RDA staff as authorized and authenticated Designated Staff;

9.6.2. Whose duties specifically require access to such Data obtained either directly from HCA or from PRISM in the performance of their assigned duties; and

9.6.3. Who as an employee of the Contractor shall have been notified by the Contractor of the Nondisclosure requirements specified in Exhibit A,

Nondisclosure of HCA Confidential Information prior to HCA's Enterprise Technology Services staff providing Unique User ID and Hardened Password to access the Data.

9.6.3.1. The Contractor, for its own Designated Staff, shall ensure that all receive an annual written reminder of the required HCA Data Nondisclosure requirements. The Contractor shall require that its employees with access to HCA Data complete and re-submit a new Nondisclosure form upon renewal of this Contract.

9.7. **Data Security Requirements:** The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the personal information; or as permitted by law.

9.7.1. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

9.7.1.1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;

9.7.1.2. Physically securing any computers, documents, or other media containing the Confidential Information; and

9.7.1.3. Ensuring the security of Confidential Information transmitted via fax (facsimile) by:

9.7.1.3.1. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;

9.7.1.3.2. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person; and

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

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

9.7.2.1. Use a Trusted System.

9.7.2.2. Encrypt the Confidential Information, including:

- 9.7.2.2.1. Encrypting email and/or email attachments which contain the Confidential Information; and
 - 9.7.2.2.2. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
 - 9.7.2.3. Send paper documents containing Confidential Information via a Trusted System.
- 9.7.3. 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 HCA's Public Disclosure Office, or as required by law.
- 9.7.4. If responding to public record disclosure requests under Chapter 42.56 RCW, the Contractor agrees to notify and discuss with HCA's Public Disclosure Officer requests for all information that are part of this Contract, prior to disclosing the information. HCA upon request shall provide the Contractor with the name and contact information for HCA Public Disclosure Officer. The Contractor further agrees to provide HCA with a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.
- 9.8. **Data Handling Requirements:** The Contractor shall store Data on one or more of the following media and protect the Data as described:
 - 9.8.1. **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.
 - 9.8.2. **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.
 - 9.8.2.1. For HCA 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 in Subsection 9.10. Data destruction may be deferred until the

disks are retired, replaced, or otherwise taken out of the Secured Area.

- 9.8.3. **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 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 HCA 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.
- 9.8.4. **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 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.
- 9.8.5. **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.
- 9.8.6. **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.
- 9.8.7. **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.

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

9.8.8.1. 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.

9.8.8.2. 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).

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

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

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

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

9.8.8.4.3. 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.

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

9.8.8.4.4.1. Keeping them in locked storage when not in use;

9.8.8.4.4.2. Using check-in/check-out procedures

when they are shared; and

9.8.8.4.4.3. Maintaining an inventory.

9.9. **Data Transmission:** When transmitting HCA Confidential Information electronically, including via email, the Data shall be protected by:

- 9.9.1. Transmitting it within the (State Governmental Network) SGN or Contractor's internal network; or
- 9.9.2. 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.

9.10. **Destruction of Data:** When the contracted work has been completed or when no longer needed, Data shall be returned to HCA or destroyed.

- 9.10.1. 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.
- 9.10.2. 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

9.11. **Notification of Compromise or Potential Compromise:** For purposes of this

provision, “breach” has the meaning defined in 45 C.F.R. § 164.402.

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

9.11.2. Contractor will report to HCA any use or disclosure of the Protected Health Information not provided for by this Contract. Contractor will make these reports to the HCA contract manager within ten (10) days after the use or disclosure, or within ten (10) days after Contractor discovers a use or disclosure that is likely to involve HCA members, whichever is later. If Contractor cannot provide conclusive information relating to the use or disclosure until a full investigation has occurred, then it will provide what information it can within ten (10) days, and full details no later than fifteen (15) days after discovery of the use or disclosure.

9.12. **Notification of Breach:** For purposes of this provision, “breach” has the meaning defined in 45 C.F.R. § 164.402.

9.12.1. If Contractor or any subcontractor of it allegedly makes or causes, or fails to prevent, a use or disclosure constituting a Breach, and notification of that use or disclosure must (in the judgment of HCA) be made under 45 C.F.R. part 164, subpart D (§§ 164.402 et seq.) or under RCW 19.255.010 or other applicable law, then:

9.12.1.1. HCA may choose to make the notifications or direct Contractor to make them;

9.12.1.2. Contractor shall pay the costs of the notification and of other actions HCA considers appropriate to protect Beneficiaries (such as paying for regular credit watches); and

9.12.1.3. Contractor shall compensate Beneficiaries for harms caused to them by the Breach or possible Breach described above.

9.12.2. The Contractor will ensure that any entity, to whom it provides any Data, agrees to the same restrictions and conditions that apply to the Contractor with respect to such information.

10. PAYMENT

10.1. Payments for services rendered under this contract shall be made within available resources from:

10.1.1. Federal funds received under the Medical Assistance Program, CFDA # 93.778 from the United States Department of Health and Human Services; and

10.1.2. State of Washington General Funds-State appropriations.

- 10.2. The Contractor shall receive payment for one encounter per Beneficiary per month upon submission of a valid service encounter to HCA's ProviderOne payment system.
- 10.3. HCA shall consider payments made pursuant to this Contract to have been made timely if made by HCA within thirty (30) days of HCA's acceptance of a properly submitted service encounter. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- 10.4. Payments to the Contractor are made in three Rate Tiers as follows:
- 10.4.1. Outreach, Engagement, and Health Action Plan Development:
- 10.4.1.1. Outreach by mail; phone; or other methods, continues until the eligible Beneficiary agrees to participate or declines participation in the Health Home program.
- 10.4.1.2. Engagement occurs after the Beneficiary agrees to participate and a face-to-face visit is scheduled between the Beneficiary and the Health Home Care Coordinator in a location of the Beneficiary's choosing, such as their home or provider's office.
- 10.4.1.3. Health Action Plan Development includes face-to-face visits to complete the Health Action Plan, the Health Home Information Sharing Consent form, and coaching to assist the Beneficiary in identifying short and long term goals and associated action steps.
- 10.4.1.4. HCA shall pay \$252.93 for Outreach, Engagement and Health Action Plan Development once in a life-time per Beneficiary.
- 10.4.2. Intensive Health Home Care Coordination: The highest level of Health Home Care Coordination services using one (1) or more elements of the six defined Health Home Services.
- 10.4.2.1. Intensive Health Home Care Coordination includes evidence that that the Care Coordinator, the Beneficiary, and the Beneficiary's caregivers are actively engaged in achieving health action goals, participating in activities that support improved health and well-being, have value for the Beneficiary and caregivers, and support an active level of care coordination through delivery of the Health Home Services. At a minimum, intensive Health Home Care Coordination includes one face-to-face visit with the Beneficiary every month in which a qualified Health Home Service is provided. Exceptions to the monthly face-to-face visit maybe approved by the Contractor as long the Health Home Services provided during the month achieve one or more of the following:

- 10.4.2.1.1. Clinical, functional, and resource use screens, including screens for depression, alcohol or substance use disorder, functional impairment, and pain appropriate to the age and risk profile of the individual;
- 10.4.2.1.2. Continuity and coordination of care through in-person visits, and the ability to accompany beneficiaries to health care provider appointments, as needed;
- 10.4.2.1.3. Beneficiary assessments to determine readiness for self-management and to promote self-management skills to improve functional or health status, or prevent or slow declines in functioning;
- 10.4.2.1.4. Fostering communication between the providers of care including the treating primary care provider, medical specialists, personal care providers and others; and entities authorizing behavioral health and long-term services and supports;
- 10.4.2.1.5. Promoting optimal clinical outcomes, including a description of how progress toward outcomes will be measured through the Health Action Plan;
- 10.4.2.1.6. Health education and coaching designed to assist beneficiaries to increase self-management skills and improve health outcomes; and
- 10.4.2.1.7. Use of peer supports, support groups and self-care programs to increase the Beneficiary's knowledge about their health care conditions and improve adherence to prescribed treatment.
- 10.4.2.2. At least one (1) qualified Health Home Service must be provided during the month and prior to submitting a claim for intensive Health Home Care Coordination. HCA shall pay \$172.61 per Beneficiary per month for intensive Health Home Care Coordination.
- 10.4.3. Low-Level Health Home Care Coordination: Low-level Health Home Care Coordination occurs when the Beneficiary and Health Home Care Coordinator identify that the Beneficiary has achieved a sustainable level of progress toward meeting self-directed goals, or upon the Beneficiary's request.
 - 10.4.3.1. Low-Level Health Home Care Coordination includes monitoring the Beneficiary's health care needs and progress toward meeting self-directed goals using one (1) or more of the six

defined Health Home Services.

10.4.3.2. At least one (1) qualified Health Home Service must be delivered during the month through home visits or telephone calls prior to submitting a claim for low-level Health Home Care Coordination.

10.4.3.3. HCA shall pay \$67.50 per Beneficiary per month for Low-level Health Home Care Coordination.

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

10.5. **Performance Incentive Payment:** Subject to available funds, HCA will implement a Health Home Lead entity performance payment effective July 1, 2017. Payment is to be used to reward Care Coordination Organizations serving clients that are dually-eligible for Medicare and Medicaid on successful beneficiary engagement. Performance payments may also be provided for improved beneficiary engagement. These performance payments shall be equal to at least a 20 percent increase of the current rates paid to the Care Coordination Organizations.

10.5.1 To receive the full performance payment the Contractor must achieve an engagement rate of at least twenty percent (20%).

10.5.2 The payment amount is a prorated share (based on the share of total engagement) of a pool valued at the total net Medicare performance payment to the state for the reporting period not to exceed a twenty percent (20%) increase to the average payment rate.

10.5.3 The denominator will be the number of full dual demonstration eligible clients in a coverage area enrolled with the Contractor in the third month of the quarter beginning with the quarter starting January 2017.

10.5.4 Of those in the denominator, the numerator will be the number of engaged dual eligible in the third month of the quarter based on the total number of encounters accepted by HCA.

10.5.5 If the Contractor's engagement rate is below twenty percent (20%), the Contractor may receive a partial performance payment as shown in the table below. If the Contractor achieves and maintains a twenty percent (20%) engagement rate, the twenty percent (20%) performance payment will continue on a quarterly basis. Improvement of at least five percent (5%), measured by comparing the measurement quarter to the previous year's quarter (e.g. Q1 to Q1), Health Home Leads that have the following engagement levels will receive the amount indicated, subject to available funding:

	Engagement Rate 2017 Q 1	Percent increase to Q 1 HH average payment
Increase of 5% (2016 Q 1 to 2017 Q 1)	10-14.9%	10%
Increase of 5% (2016 Q 1 to 2017 Q 1)	15 – 19.9%	15%
Achieve and maintain 20%	20% and above	20%

- 10.5.6 The first payment will be based upon engagement of dual demonstration eligible by the end of the third month of the first quarter 2017 (March 2017), and then by the end of each subsequent third month of the quarter, throughout the demonstration period.
- 10.5.7 The engagement rate will be based on encounters received and accepted by June 30, 2017 for services provided in the first quarter 2017, and then each subsequent quarter, throughout the demonstration period.
- 10.5.8 King and Snohomish counties will be measured separately starting April 2017 with Snohomish County engagement to be combined with Coverage Area 2 starting January 1, 2018.

11. GRIEVANCE AND APPEAL SYSTEM

- 11.1. **General Requirements:** The Contractor shall have a grievance system that complies with the requirements of this Section and Chapter 182-557 WAC. The grievance system shall include a grievance process and an appeal process as described in 182-557-0350 WAC.
- 11.1.1. For the purposes of this Contract, “action” means the denial or limited authorization by the Contractor of a requested health home service, including the type or level of health home service; the reduction, suspension, or termination by the Contractor of a previously authorized health home service; and the failure of the Contractor to provide authorized health home services or provide health home services in a timely manner.
- 11.1.2. For the purposes of this Contract, “grievance” means an expression of Beneficiary dissatisfaction about any matter other than an action. Possible subjects for grievances include the quality of health home services provided and aspects of interpersonal relationships such as rudeness.
- 11.2. **Grievance Process:** The following requirements are specific to the grievance process:

- 11.2.1. Only a Beneficiary or an individual authorized in writing by the Beneficiary to act as his or her representative may file a grievance.
- 11.2.2. The Beneficiary or the Beneficiary's authorized representative may file a grievance with the Contractor or with the Care Coordination Organization to which the Beneficiary is assigned.
- 11.2.3. A Health Home Care Coordinator may not file a grievance on behalf of a Beneficiary unless the Health Home Care Coordinator is acting on behalf of the Beneficiary and with the Beneficiary's written consent.
- 11.2.4. The Contractor shall accept, document, record, and process grievances forwarded by HCA.
- 11.2.5. The Contractor shall acknowledge to the Beneficiary and authorized representative receipt of each grievance, either orally or in writing, within two (2) business days.
- 11.2.6. The Contractor shall assist the Beneficiary with all grievance processes.
- 11.2.7. The Contractor shall cooperate with any representative authorized in writing by the Beneficiary
- 11.2.8. The Contractor shall ensure that decision makers on grievances were not involved in previous levels of review or decision-making.
- 11.2.9. The Contractor shall consider all information submitted by the Beneficiary or the Beneficiary's representative.
- 11.2.10. The Contractor shall investigate and resolve all grievances whether received orally or in writing. The Contractor shall not require a Beneficiary or his/her authorized representative to provide additional written follow-up for a grievance the Contractor received orally.
- 11.2.11. The Contractor shall complete the disposition of a grievance and notice to the affected parties as expeditiously as the Beneficiary's health condition requires, but no later than forty-five (45) calendar days from receipt of the grievance.
- 11.2.12. The Contractor must notify Beneficiaries and their authorized representatives (if applicable) of the disposition of grievances within five (5) business days of determination. The notification may be orally or in writing.
- 11.2.13. Notices of dispositions shall include information about how to request an administrative hearing if the Beneficiary does not agree with the decision.
- 11.2.14. The Contractor shall maintain records of all grievances.
 - 11.2.14.1. All grievances shall be counted and recorded whether the grievance is remedied by the Contractor immediately or through its grievance and quality of care service procedures.

11.2.14.2. Records shall include grievances handled by subcontracted CCOs.

11.2.14.3. Records of grievances shall include all expressions of Beneficiary dissatisfaction.

11.3. **Appeal Process.** The following requirements are specific to the appeal process:

11.3.1. The Contractor shall give the Beneficiary written notice of any action of the Contractor that denies a request for health home services; fails to act on the Beneficiary's claim for health home services with reasonable promptness; authorizes a health home service in an amount, duration, or scope that is less than requested; or reduces, suspends, or terminates a previously authorized health home service. The written notice shall:

11.3.1.1. State what action the Contractor intends to take;

11.3.1.2. Explain the reasons for the Contractor's intended action;

11.3.1.3. Explain the specific rule or rules that support the Contractor's action, or the change in Federal or State law that requires the action;

11.3.1.4. Explain the Beneficiary's right to appeal the action according to chapter 182-526 WAC;

11.3.1.5. State that the Beneficiary must request a hearing within 90 days from the date that the notice of action is mailed;

11.3.1.6. State that in cases of an action based on a change in law, the circumstances under which a hearing will be granted; and

11.3.1.7. An explanation of the circumstances under which a health home service is continued if a hearing is requested.

11.3.2. The Contractor must send the written notice at least 10 days before the date of action except as permitted under 42 C.F.R. § 431.213 and § 431.214 and consistent with WAC 182-557-0350.

11.3.3. A Health Home Care Coordinator may not file an appeal on behalf of a Beneficiary.

11.3.4. If HCA receives a request to appeal an action of the Contractor, HCA will provide Contractor notice of the request.

11.3.5. HCA will process the Beneficiary's appeal in accordance with chapter 182-526 WAC.

11.3.6. Contractor will continue the health home services that are the subject of the appeal if the Beneficiary meets the requirements in chapter 182-526 WAC for continuation of services.

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

12. STATEMENT OF WORK

- 12.1. **General Requirements:** The Contractor shall provide a community-based, integrated, Health Home program, based on the services detailed in Section 1945(h)(4) of the Social Security Act, and the Coverage Area identified in subsection 1.2 of this Contract. The Contractor is responsible for the integration and coordination of primary, acute, behavioral health (mental health and substance use disorder) and long-term services and supports for eligible beneficiaries with chronic illness across the lifespan.
 - 12.1.1. The Contractor shall maintain a toll-free line and customer service representatives to answer Beneficiary questions regarding Health Home enrollment, disenrollment and how to access services or request a change of assignment to another Care Coordination Organization or a different Qualified Health Home, with minimum coverage 8:00 am to 5:00 pm from Monday to Friday.
 - 12.1.2. The Contractor shall provide interventions that address the Beneficiary's medical, social, economic, behavioral health, functional impairment, cultural and environmental factors affecting health and health care choices.
 - 12.1.3. The Contractor shall ensure a system is in place to track and share Beneficiary information and care needs across providers. The tracking system shall be used to monitor processes of care and outcomes, and to initiate recommended changes in care necessary for Beneficiaries to achieve health action goals.
 - 12.1.3.1. The Contractor shall reduce duplication of services and unnecessary delays in service provision by coordinating Beneficiary information, including initial assessments and Health Action Plans, with other Qualified Health Homes as needed when a Beneficiary changes from one Qualified Health Home or Care Coordination Organization to another.
 - 12.1.4. The Contractor shall ensure Health Home Services are provided in a culturally competent manner and addresses health disparities through:

- 12.1.4.1. Direct interaction with the Beneficiary and his or her family in the Beneficiary's primary language;
- 12.1.4.2. Recognizing cultural differences when developing the Health Action Plan (HAP) and administering screenings;
- 12.1.4.3. Understanding the dynamics of substance use disorder and mental health conditions without judgment;
- 12.1.4.4. Recognizing obstacles faced by persons with developmental, intellectual, cognitive or functional disabilities and helping them and their caregivers address those obstacles.
- 12.1.5. The Contractor shall maintain Memorandums of Understanding (MOUs) with organizations that authorize Medicaid services to ensure sharing of critical Beneficiary information and continuity of care is achieved. MOUs must contain information related to Beneficiary privacy and protections, data sharing, referral protocols, and sharing of prior authorizations for hospital stays when applicable.
- 12.1.6. The Contractor shall maintain MOUs or working agreements with hospitals and skilled nursing facilities for transitioning care and referring eligible Beneficiaries for Health Home Enrollment.
- 12.2. **Subcontracting:** Subcontracts as defined herein, may be used by the Contractor for the provision of any service under this Contract. However, no subcontract shall terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor (42 C.F.R. § 434.6 (c) & 438.230(a)).
 - 12.2.1. The Contractor shall maintain an adequate network of subcontracted Care Coordination Organizations and other community entities sufficient in quantity and type to provide the Health Home Services appropriate to the needs of their enrolled population.
 - 12.2.1.1. Network adequacy for a Care Coordination Organization (CCO) network will be determined by evidence of signed subcontracts with at least five of the CCOs described below. Two of the five subcontracts must be with an organization that provides mental health services and an organization that provides long-term services and supports. The Contractor must assign at least 35% of their Health Home enrollee population to the subcontracted Care Coordination Organizations when providing Health Home services in each coverage area.
 - 12.2.1.1.1.1. The following CCOs meet the requirement for the "type" of CCOs within the Contractor's network:
 - 12.2.1.1.1.2. Federally Qualified Health Centers

- 12.2.1.1.1.3. Area Agencies on Aging
 - 12.2.1.1.1.4. Rural Health Centers
 - 12.2.1.1.1.5. Community Mental Health Agencies
 - 12.2.1.1.1.6. Mental Health clinics or counseling services
 - 12.2.1.1.1.7. Substance Use Disorder Treatment agencies or counseling services
 - 12.2.1.1.1.8. Hospitals
 - 12.2.1.1.1.9. Behavioral Health Organizations
 - 12.2.1.1.1.10. Medical or specialty centers/clinics
 - 12.2.1.1.1.11. Pediatric clinics
 - 12.2.1.1.1.12. Social Service Organizations
- 12.2.2. Prior to receiving Beneficiary assignments, the Contractor shall ensure adequacy of subcontracted staff resources, including an assessment of staff skills and abilities to provide care management services to Beneficiaries.
- 12.2.3. Subcontracts shall include the following elements:
- 12.2.3.1. Provisions for required disclosures of information on ownership and control of the subcontracted entity in accordance with the requirements listed in the Program Integrity Section of this Contract;
 - 12.2.3.2. Payment methodology, including how administration of the subcontract will be paid;
 - 12.2.3.3. Required documentation, such as detailed logs of Health Home services rendered and who provided those services, such as the Care Coordinator or affiliated staff;
 - 12.2.3.4. A grievance process that complies with Section 11 of this Contract;
 - 12.2.3.5. Incident reporting requirements that comply with Section 12.16 of this contract;
 - 12.2.3.6. Data use agreement terms and conditions;
 - 12.2.3.7. The terms and conditions specified in the Data Sharing section of this Contract which, by their sense and context, are intended to ensure client confidentiality and data security;

- 12.2.3.8. Provisions for secure PRISM access;
- 12.2.3.9. Provisions for completion of mandatory staff training requirements;
- 12.2.3.10. Provisions for the use of evidence-based practices and guidelines;
- 12.2.3.11. Provisions to establish relationships with home care providers and community resources to facilitate the care of the Beneficiary;
- 12.2.3.12. Provisions to establish relationships with emergency departments, urgent care units, hospital, and long term care facilities that support timely sharing of information about services accessed; and which promotes transitional health care services; and
- 12.2.3.13. Provisions requiring use of the six qualified Health Home Services, including the roles and responsibilities for Health Home Care Coordinators.

12.3. **Policies and Procedures:** The Contractor shall abide by all HCA policies and procedures for Health Home services, and maintain regularly updated Contractor-specific policies and procedures that address the following:

- 12.3.1. The Contractor's and subcontractor's roles and responsibilities for Beneficiary engagement;
- 12.3.2. Beneficiary agreement to participate in Health Home Services;
- 12.3.3. Identification and actions to mitigate Beneficiary gaps in care, including:
 - 12.3.3.1. Assessment of existing resources (e.g. PRISM, CARE, etc.) for evidence of standards of care and prevention appropriate to the Beneficiary's age and underlying chronic conditions;
 - 12.3.3.2. Evaluation of Beneficiary perception of gaps in care;
 - 12.3.3.3. Documentation of gaps in care Beneficiary case file;
 - 12.3.3.4. Documentation of interventions in the HAP and progress notes;
 - 12.3.3.5. Documentation of findings of the Beneficiary's response to interventions; and
 - 12.3.3.6. Documentation of follow-up actions, and the person or organization responsible for follow-up.

12.3.4. Care coordination activities that include:

- 12.3.4.1. Maintaining direct contact between the Beneficiary and the Health Home Care Coordinator when delivering intensive care coordination services;
- 12.3.4.2. Ensuring availability of support staff to complement the work of the care coordinator;
- 12.3.4.3. Screening, referral and co-management of individuals with behavioral health, long term services and supports and physical health conditions;
- 12.3.4.4. Ensuring an appointment reminder system is in place for beneficiaries; and
- 12.3.4.5. Tracking of Beneficiary assignment to Care Coordination Organizations.
- 12.3.5. Training requirements to meet all mandatory training expectation described in Section 12.5 of this contract.
- 12.3.6. Referrals to HCA for eligibility review of any potential Beneficiary who seeks or needs Health Home Services, for example:
 - 12.3.6.1. Overuse of preventable emergency department services;
 - 12.3.6.2. No apparent primary health care;
 - 12.3.6.3. Opioid prescription use exceeding 120 morphine milligram equivalents per day;
 - 12.3.6.4. Inconsistent medication prescribing or refills for the management of chronic disease;
 - 12.3.6.5. Frequent hospitalizations and/or preventable hospital readmissions;
 - 12.3.6.6. Underuse of preventive care; and
 - 12.3.6.7. Underuse of services considered standard for treatment of chronic conditions, such as diabetes, cardiovascular disease or serious and persistent mental illness.
- 12.3.7. Transferring care from hospitals and emergency departments;
- 12.3.8. A grievance system that complies with the requirements of this Contract;
- 12.3.9. Critical incident reporting that complies with the requirements of this Contract; and
- 12.3.10. The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the

12.4. **Equal Access for Beneficiaries with Communication Barriers:** The Contractor shall ensure equal access for all Beneficiaries when oral or written language creates a barrier to the provision of Health Home Services.

12.4.1. **Oral Information:** The Contractor shall ensure that interpreter services are provided for Beneficiaries with a primary language other than English, free of charge.

12.4.1.1. Interpreter services shall be provided for all interactions between Beneficiaries and the Contractor or any of its providers including, but not limited to:

12.4.1.1.1. All face-to-face meetings for Health Home Services

12.4.1.1.2. All phone contacts for Health Home Services

12.4.1.1.3. All matters related to customer service

12.4.1.1.4. All procedures necessary to file grievances and appeals.

12.4.1.2. HCA shall pay for interpreter services when provided by available interpreters through agencies contracted with the State to discuss Health Home Services.

12.4.1.3. The Contractor shall pay for interpreter services when interpreters are unavailable through agencies contracted with the State.

12.4.1.4. The Contractor shall pay for interpreter services in all administrative matters such as customer service and handling grievances.

12.4.1.5. Hospitals are responsible to pay for interpreter services during inpatient stays.

12.4.1.6. Public entities, such as Public Health Departments, are responsible to pay for interpreter services provided at their facilities or affiliated sites when the Beneficiary receives services provided by the public entity.

12.4.1.7. Interpreter services include the provision of interpreters for Beneficiaries who are deaf or hearing impaired at no cost to the Beneficiary.

12.4.2. **Written Beneficiary Materials:** The Contractor shall provide all written Beneficiary materials developed by the Contractor or any subcontractor in a language and format that may be understood by the Beneficiary.

- 12.4.2.1. If five percent (5%) or more of the Contractor's Health Home Beneficiaries speak a specific language other than English, written materials shall be translated into that language.
- 12.4.2.2. For Beneficiaries whose language needs are not addressed by translating written materials as required in Section 12.4.2.1 of this Contract, the Contractor shall provide and document the use one of the following alternatives when requested by the Beneficiary or the Beneficiary's authorized representative:
 - 12.4.2.2.1. Translating the material into the Beneficiary's primary reading language;
 - 12.4.2.2.2. Providing the material in an audio format in the Beneficiary's primary language;
 - 12.4.2.2.3. Having an interpreter read the material to the Beneficiary in the Beneficiary's primary language;
 - 12.4.2.2.4. Providing the material in another alternative medium or format acceptable to the Beneficiary; and
 - 12.4.2.2.5. Providing the material in English, if the Contractor documents the Beneficiary's preference for receiving material in English;
- 12.4.2.3. The Contractor shall ensure that all written information provided to Beneficiaries is written at the sixth grade reading level, is accurate, and not misleading.
- 12.4.2.4. HCA may make exceptions to the sixth grade reading level when, in the sole judgment of HCA, the nature of the materials do not allow for a sixth grade reading level or the Beneficiary's needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth grade reading level must be in writing.
- 12.4.2.5. Educational materials about topics such as Disease Management preventative services or other information used by the Contractor for health promotion efforts that are not developed by the Contractor or developed under contract with the Contractor are not required to meet the sixth grade reading level requirement.
- 12.4.2.6. The Contractor shall submit all written Beneficiary material developed by the Contractor or any of its subcontractors to HCA for review and approval prior to distribution.

12.5. Training Requirements:

- 12.5.1. The Contractor shall ensure that authorized personnel and affiliated staff complete client confidentiality and data security training upon hire and annually thereafter.
- 12.5.2. The Contractor shall ensure that Health Home Care Coordinators complete the State-approved Health Home Care Coordinator training prior to providing Health Home Services.
- 12.5.3. The Contractor shall ensure that Health Home Care Coordinators complete the following special-topic modules through State-sponsored classroom training or using State-developed training materials published on the DSHS website within six (6) months of hire.
 - 12.5.3.1. Outreach and Engagement Strategies;
 - 12.5.3.2. Navigating the LTSS System: Part 1;
 - 12.5.3.3. Navigating the LTSS System: Part 2;
 - 12.5.3.4. Cultural and Disability Competence Considerations;
 - 12.5.3.5. Assessment Screening Tools;
 - 12.5.3.6. Medicare Grievances and Appeals; and
 - 12.5.3.7. Coaching and Engaging Clients with Mental Health Needs.
- 12.5.4. The Contractor shall ensure that authorized and affiliated personnel comply with continued training requirements as necessary.
- 12.5.5. The Contractor shall ensure that evidence of satisfactory completion of training requirements is maintained in the appropriate personnel records.
 - 12.5.5.1. The Contractor shall have a Health Home Care Coordinator trainer on staff, or shall subcontract for Health Home Care Coordinator training services.
 - 12.5.5.2. The trainer shall be qualified by DSHS prior to providing Health Home Care Coordinator training.
 - 12.5.5.3. Trainer qualification includes:
 - 12.5.5.3.1. Completion of the Health Home Care Coordinator training course;
 - 12.5.5.3.2. Completion of a State-sponsored trainers preparation course;
 - 12.5.5.3.3. Satisfactory delivery of a Health Home Care Coordinator training observed by DSHS; and

- 12.5.5.3.4. Receipt of a State-issued letter authorizing the individual to provide training to Health Home Care Coordinators.
 - 12.5.5.4. The Contractor shall ensure that the trainer uses and maintains fidelity to the State-developed Training Manual for Health Home Care Coordinators.
 - 12.5.5.4.1. The Health Home Care Coordinator training is delivered using all of the DSHS materials including small group activities using de-identified PRISM data training agenda, and training manual inserts, and handouts.
 - 12.5.5.4.2. The Contractor shall ensure that the trainer does not change, alter, or modify the State-approved Health Home Care Coordinator training, activities, curriculum or materials.
 - 12.5.5.4.3. The Contractor shall ensure that the trainer does not include unauthorized topics, curriculum, or material in the Health Home Care Coordinator training.
- 12.6. **Eligibility and Enrollment:** HCA shall determine eligibility; identify Beneficiaries who are eligible for the Contractor's Health Home program and passively enroll eligible Beneficiaries with the Contractor.
 - 12.6.1. Those eligible for Health Home services must have at least one chronic condition and be at risk of a second as determined by a minimum PRISM score of 1.5. The chronic conditions are:
 - 12.6.1.1. Mental health conditions;
 - 12.6.1.2. Substance use disorders;
 - 12.6.1.3. Asthma;
 - 12.6.1.4. Diabetes;
 - 12.6.1.5. Heart disease;
 - 12.6.1.6. Cancer;
 - 12.6.1.7. Cerebrovascular disease;
 - 12.6.1.8. Coronary artery disease;
 - 12.6.1.9. Dementia or Alzheimer's disease;
 - 12.6.1.10. Intellectual disability or disease;

- 12.6.1.11. HIV/AIDS;
- 12.6.1.12. Renal failure;
- 12.6.1.13. Chronic respiratory conditions;
- 12.6.1.14. Neurological disease;
- 12.6.1.15. Gastrointestinal disease;
- 12.6.1.16. Hematological conditions; and
- 12.6.1.17. Musculoskeletal conditions.
- 12.6.2. HCA shall include a Health Home Clinical Indicator in the monthly enrollment file of Beneficiaries that meet Health Home eligibility criteria.
- 12.6.3. The Contractor shall accept referrals for Health Home Services from any healthcare or social service professional, whether or not the individual is contracted to provide services on behalf of the Contractor.
 - 12.6.3.1. The Contractor shall use a standardized tool provided by the State to determine initial eligibility for Health Home services if the Beneficiary has less than fifteen (15) months of claims history or is referred by a provider.
 - 12.6.3.2. The Contractor shall notify HCA when the Beneficiary has been screened. When HCA determines the Beneficiary qualifies, the Contractor shall ensure the Beneficiary receives Health Home services unless the Beneficiary declines to participate in the program.
- 12.6.4. The Contractor shall ensure eligible Health Home Beneficiaries are offered Health Home services until they agree to participate or decline to participate in the Health Home program. The Contractor shall follow the HCA documented due diligence process in offering services to eligible Beneficiaries.
- 12.6.5. The Contractor must document in the Beneficiary record why an eligible Beneficiary declines to participate, unless the Beneficiary does not want to explain his or her decision
- 12.6.6. Beneficiaries who decline to participate or disenroll from the Health Home program may re-enroll at any time as long as they are still eligible at the time of reenrollment.
- 12.7. **Care Coordination Organization (CCO) Assignment:** Whenever possible, the Contractor shall assign Health Home Beneficiaries to one of its subcontracted CCOs or internal Health Home Care Coordinator using a smart assignment process that takes into account the Beneficiary's preferred provider(s). This shall be achieved by:

- 12.7.1. Using PRISM or other data systems to match the Beneficiary to the CCO that provides most of the Beneficiary's needed services;
- 12.7.2. Providing the Beneficiary the option to choose a CCO; and
- 12.7.3. Upon the Beneficiary's request, the Contractor shall transfer care coordination assignment to another of its subcontracted CCOs.

12.8. Beneficiary Engagement:

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

12.9. Health Action Plan (HAP): The Contractor shall ensure that initial HAPs are completed within ninety (90) calendar days from the date of notification of the Beneficiary's Health Home eligibility. .

- 12.9.1. The Contractor shall ensure that the Health Home Care Coordinator meets in person with each Beneficiary at the Beneficiary's choice of location to explain, develop, and complete the HAP.
 - 12.9.1.1. HAPs shall be developed with input from the Beneficiary and/or the Beneficiary's caregiver(s).
 - 12.9.1.2. HAPs shall be developed with consideration of the Beneficiary's medical record, PRISM data, treatment plans, CARE assessments, previous screens and assessments if available.
 - 12.9.1.3. HAPs shall document the Beneficiary's diagnosis, long term goals, short term goals, and related action steps to achieve those goals.
 - 12.9.1.4. HAPs shall include the required BMI, Katz ADL, and PSC-17, or PHQ-9 screening scores.
 - 12.9.1.5. HAPs shall include the Patient Activation Measure (PAM), Patient Parent Activation Measure (PPAM), or Caregiver Activation Measure (CAM) screening level and score.
 - 12.9.1.6. HAPs shall identify all other screenings that were administered

when medically indicated.

12.9.1.7. The HAP also documents the reason the Beneficiary declined assessment or screening tools.

12.9.2. HAPs shall be reviewed and updated by the Health Home Care Coordinator at a minimum:

12.9.2.1. After every four (4) month activity period to update the PAM, PPAM, CAM, BMI, Katz ADL, PSC-17, and PHQ-9 screening scores and reassess the Beneficiary's progress towards meeting self-identified health action goals, add new goals, or change in current goals; or

12.9.2.2. Whenever there is a change in the Beneficiary's health status, or a change in the Beneficiary's needs or preferences.

12.9.3. Completed and updated HAPs shall be submitted to HCA through the OneHealthPort Health Information Exchange using the published Canonical Guide and shall be preserved in the Contractor's local records for evaluation purposes.

12.9.4. A copy of the completed and updated HAP with the Beneficiary's goals and action steps must be provided to Beneficiaries and, with consent of the Beneficiary, the Beneficiary's caregiver and family in a format that is easily understood. Any additional information shall be included as an addendum. All notes and other information in the HAP must be written with language that is understandable to the Beneficiary and/or the Beneficiary's caregiver(s).

12.9.5. Upon request, completed and updated HAPs shall be shared with other individuals identified and authorized by the Beneficiary on the signed Health Information Consent form. These individuals may include, but are not limited to family, caregivers, primary care providers, mental health treatment providers, and authorizers of long term services and supports and/or chemical dependency treatment providers.

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

12.10.1. Comprehensive Care Management caseloads shall allow staff to ensure continuity of care and provide timely care management interventions including:

12.10.1.1. Assessing Beneficiary readiness for self-management, promotion of self-management skills, and progress toward achieving health action goals;

- 12.10.1.2. Promoting participation in improving self-management skills and clinical outcomes;
 - 12.10.1.3. Facilitating achievement of self-directed health action goals designed to attain recovery, improve functional status, or prevent or slow declines in functioning;
 - 12.10.1.4. Resolving any barriers to achieving health action goals;
 - 12.10.1.5. Enabling access to peer supports, support groups and self-care programs to increase the Beneficiary's knowledge about his or her health care conditions and improve adherence to prescribed treatment;
 - 12.10.1.6. Ensuring Beneficiaries are accompanied when necessary to critical health care and social service appointments to assist the Beneficiary in achieving his or her health action goals; and
 - 12.10.1.7. Facilitating and enabling access to transportation and interpreter services.
- 12.10.2. The Health Home Care Coordinator shall routinely reassess the Beneficiaries activation level to determine the appropriate coaching methodology and develop a teaching and support plan that includes:
- 12.10.2.1. Introduction of customized educational materials according to the Beneficiary's readiness for change;
 - 12.10.2.2. Progression of customized educational materials in combination with the Beneficiary's level of confidence and self-management abilities;
 - 12.10.2.3. Documentation of wellness and prevention education specific to the Beneficiary's chronic conditions, including assessment of need and facilitation of routine preventive care, support for improving social connections to community networks, and linking the Beneficiary with resources that support a health promoting lifestyle;
 - 12.10.2.4. Documentation of opportunities for mentoring and modeling communication with health care providers provided through joint office visits and communications with health care providers by the Beneficiary and the Health Home Care Coordinator; and
 - 12.10.2.5. Links to resources for, but not limited to, smoking prevention and cessation, substance use disorder prevention, nutritional counseling, obesity reduction and prevention, increasing physical activity, disease specific or chronic care management self-help resources, and other services, such as housing based on individual needs and preferences.

- 12.11. **Care Coordination and Health Promotion:** The Health Home Care Coordinator shall develop and execute cross-system care coordination activities to assist Beneficiaries in accessing and navigating needed services.
- 12.11.1. The Contractor shall ensure the Health Home Care Coordinator has primary responsibility for the Beneficiary's care coordination.
- 12.11.2. Collaboration shall be facilitated with Multidisciplinary Teams of health care professionals such as primary care providers, mental health professionals, chemical dependency treatment providers and social workers to address the full breadth of clinical and social service needs for individuals with complex chronic conditions, mental health and substance use disorder issues and who need for long term services and supports.
- 12.11.2.1. Multidisciplinary Team members shall have access to or be providers from the local community that authorize Medicaid, state or federally funded mental health, long-term services and supports (including the direct care workforce), chemical dependency and medical services. This group may include Managed Care Organizations (MCOs) or Behavioral Health Organizations (BHOs), Home and Community Services (HCS), Community Mental Health Agencies (CMHAs), Area Agencies on Aging (AAAs), Substance Abuse Disorder Providers and community supports that assist with housing.
- 12.11.2.2. Optional Multidisciplinary Team members may include nutritionist/dieticians, direct care workers, pharmacists, peer specialists, family members and housing representatives.
- 12.11.2.3. Effective and timely communication shall be maintained with Multidisciplinary Team members and entities authorizing Medicaid services in order to discuss any changes in Beneficiary circumstances, condition, or HAP.
- 12.11.2.4. Direct care providers, paid and unpaid, who have a role in supporting the Beneficiary shall be leveraged to help achieve health action goals and access health care services.
- 12.11.2.5. Communication, coordination, and care management functions shall not be duplicated between the CCO and other Medicaid case managers involved in the Beneficiary's care
- 12.11.2.6. Care coordination activities and communication shall be documented in the Beneficiary's record of services.
- 12.12. **Comprehensive Transitional Care:** The Contractor shall ensure the CCO provides comprehensive transitional care to prevent avoidable readmission after discharge from an inpatient facility (hospital, rehabilitative, psychiatric, skilled nursing, substance use disorder treatment or residential habilitation setting) and to ensure proper and timely follow-up care.

12.12.1. Transitional care planning includes:

- 12.12.1.1. A notification system between the Contractor and facilities that provide prompt notification of a Beneficiary's admission or discharge from an emergency room, inpatient setting, nursing facility or residential/rehabilitation facility, and if proper permissions are in place, a substance use disorder treatment setting;
- 12.12.1.2. Participation by the Health Home Care Coordinator in appropriate phases of care transition, including discharge planning visits during hospitalizations or nursing home stays post hospital/institutional stay, home visits and follow-up telephone calls;
- 12.12.1.3. Participation of formal or informal caregivers as requested by the Beneficiary;
- 12.12.1.4. Documented transition planning details such as medication reconciliation, follow-up with providers, and monitoring;
- 12.12.1.5. Communication of Hallmark Events to the assigned Health Home Care Coordinator;
- 12.12.1.6. Beneficiary education that supports discharge care needs including medication management, encouragement and intervention to assure follow-up appointments are attended, and follow-up for self-management of chronic or acute conditions, including information on when to seek medical care and emergency care;
- 12.12.1.7. Follow-up protocols to identify and engage Beneficiaries that do not receive post discharge care; and
- 12.12.1.8. Progress notes or a case record that documents all communication and transition activity.

12.12.2. The Contractor may employ staff that have been trained and hired specifically to provide transitional services, as long as the Health Home Care Coordinator is an active participant in all phases of the transitional planning process.

12.12.3. The Contractor shall ensure that transitional care services rendered under this Contract do not duplicate those provided by other organizations funded to provide care transition.

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

12.13.1. Identification of the role that families, informal supports and paid caregivers

provide to achieve the Beneficiary's self-management and optimal levels of physical and cognitive function;

12.13.2. Education and support of self-management, self-help, recovery, and other resources necessary to achieve the Beneficiary's health action goals;

12.13.3. Documentation and discussion of advance directives within the first or second HAP reporting period; and

12.13.4. Communication and information sharing with the Beneficiary's family and other caregivers with appropriate consideration of language, activation level, literacy, and cultural preferences.

12.14. **Referrals to Community and Social Support Services:** The Contractor shall ensure the Health Home Care Coordinator identifies, refers, and facilitates access to relevant community and social support services that support the Beneficiary's health action goals.

12.14.1. Referrals shall be made to coordinate services with appropriate departments of local, state, and federal governments, as well as with community-based resources;

12.14.2. Referrals to community resources shall include long-term services and supports, mental health, substance use disorder, and other community and social supports;

12.14.3. Referrals to community resources shall be documented in the Beneficiary's service record and as appropriate in the HAP; and

12.14.4. Assistance shall be provided for the Beneficiary to obtain and maintain eligibility for health care services, disability benefits, housing, and legal services not provided through other case management systems.

12.15. **Access and Use of Health Information Technology:** The Contractor and subcontracted CCO network of providers shall use available health information technology (HIT) and access data available from Medicaid Managed Care Organizations or the State's Fee-for-Service systems.

12.15.1. The Contractor shall ensure the subcontracted CCO network of providers:

12.15.1.1. Use HIT to identify and support management of high risk Beneficiaries in care management;

12.15.1.2. Use conferencing audio, video and/or web deployed solutions to support case consultation and team-based care when security protocols and precautions are in place to protect Protected Health Information (PHI);

12.15.1.3. Use HIT to track and share Beneficiary information and care needs across providers, to monitor processes of care and outcomes, and to initiate changes in care as necessary;

- 12.15.1.4. Use HIT registries and referral tracking systems to facilitate coordination and inform treatment providers;
- 12.15.1.5. Track service utilization and quality indicators and provide timely and actionable information to Health Home Care Coordinators regarding under, over, or inappropriate utilization patterns;
- 12.15.1.6. Develop a system with hospitals, nursing Home and residential/rehabilitation facilities to provide the CCO prompt notification of a Beneficiary's admission to and/or discharge from an emergency room, inpatient, or residential/rehabilitation setting;
- 12.15.1.7. Develop methods to communicate real-time use of emergency room, inpatient hospitalizations, missed prescription refills and the need for evidence-based preventive care to care coordination staff; and
- 12.15.1.8. Use the Emergency Department Information Exchange (EDIE) when possible.

12.16. **Reporting Requirements:** The Contractor shall maintain the ability to collect, report, and share data and information with HCA, DSHS, and affiliated providers of Health Home Services.

12.16.1. **Encounter Data Submission:** The Contractor shall submit electronic encounter data to HCA for payment in accordance with the HCA Encounter Data Reporting Guide.

12.16.1.1. The Contractor shall submit encounter data for individual Beneficiaries after the provision of eligible Health Home Services.

12.16.1.2. The Contractor shall incorporate any changes made by HCA to the Encounter Data Reporting Guide no later than 150 days from the date of change.

12.16.2. **Quarterly Quality Reports:** The Contractor shall submit quarterly quality reports to HCA every three (3) months in accordance with the following reporting periods:

12.16.2.1. January through March due May 1;

12.16.2.2. April through June due August 1;

12.16.2.3. July through September due November 1; and

12.16.2.4. October through December due February 1.

12.16.3. Quarterly quality reports must contain the following elements:

- 12.16.3.1. Summary and overview of Health Home Service:
 - 12.16.3.1.1. Activities;
 - 12.16.3.1.2. Strengths and best practices; and
 - 12.16.3.1.3. Barriers encountered during the reporting period.
- 12.16.3.2. Updated list of the Contractor's Care Coordination network of providers in the format provided by HCA.
- 12.16.3.3. De-identified individual Health Home enrollee success stories for two (2) to five (5) enrollees that may include the following:
 - 12.16.3.3.1. Risk score at initial engagement;
 - 12.16.3.3.2. Gender; age; race; and ethnicity;
 - 12.16.3.3.3. Health concerns;
 - 12.16.3.3.4. Initial PAM Score/Activation Level;
 - 12.16.3.3.5. Current PAM Score/Activation Level; and
 - 12.16.3.3.6. The enrollee story describing how the Health Home program provided support to the enrollee.
- 12.16.3.4. Number of Health Home enrollees identified and enrolled with the Contractor during the quarter;
- 12.16.3.5. Total number of Health Home enrollees referred to a CCO or internal Health Home Care Coordinator regardless of enrollment date;
- 12.16.3.6. Total number of Health Home enrollees not yet referred to a CCO or Health Home Care Coordinator because of lack of capacity or inability to contact after due diligence; and
- 12.16.3.7. Total number of newly engaged Health Home enrollees during the reporting period.
- 12.16.4. **Incident Reports:** The Contractor shall have a designated incident manager responsible for meeting the requirements of this Section.
 - 12.16.4.1. The Contractor shall report all instances of suspected abuse, abandonment, neglect and/or exploitation of Beneficiaries to 1-866-END-HARM.
 - 12.16.4.2. The Contractor shall report the following incidents to HCA within one (1) business day of becoming aware of their occurrence:

- 12.16.4.2.1. Any injury to the Beneficiary requiring action by the Health Home Care Coordinator to ensure emergency medical care is provided;
- 12.16.4.2.2. Any mental health crisis that occurs in the presence of the Health Home Care Coordinator requiring intervention by law enforcement or medical personnel; and
- 12.16.4.2.3. Any event involving a credible threat towards the Health Home Care Coordinator or affiliated staff. A credible threat is defined as “a communicated intent (veiled or direct) in either words or actions of intent to cause bodily harm and/or personal property damage to a staff member or a staff member’s family.
- 12.16.4.3. The Contractor shall report incidents in the format developed by HCA.
- 12.16.4.4. The Contractor shall incorporate any changes made by HCA to the Incident Report format no later than 30 days from the date of change.
- 12.16.4.5. HCA or DSHS may require the Contractor to initiate a comprehensive review of an incident.
- 12.16.4.6. The Contractor shall fully cooperate with any investigation initiated by HCA or DSHS and shall provide requested information within the timeframes specified.
- 12.16.4.7. DSHS and HCA have the authority to obtain information directly from any involved provider or party.
- 12.16.4.8. An incident shall be considered unresolved until the following information is provided:
 - 12.16.4.8.1. A summary of any incident debriefings or review process dispositions;
 - 12.16.4.8.2. The present physical location of the Beneficiary if known. If the Beneficiary cannot be located, the Contractor shall document the steps that the Contractor took to attempt to locate the Beneficiary by using available local resources; and
 - 12.16.4.8.3. Documentation of whether the Beneficiary is receiving or not receiving Health Home Services from the Contractor at the time the incident is being closed.