615 Sheridan Street
Port Townsend, WA 98368
www.JeffersonCountyPublicHealth.org
Consent Agenda

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: **Board of County Commissioners**
Mark McCauley, County Administrator

FROM: Apple Martine, Public Health Director
Veronica Shaw, Deputy Public Health Director

DATE:

SUBJECT: Agenda item – Provider Agreement for covered services: Community Health Plan of WA (CHPW); March 31, 2023 – until terminated; fee for service

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STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH), Community Health Division, requests Board approval of the Provider Agreement with CHPW to provide health care service; March 31, 2023 – until terminated; fee for service

This contract was **previously approved and signed** by Jefferson County. Subsequently, CHPW returned a revised version of the contract with **new sections** 2.5.1.4, 3.6.2 and 3.9, which are required by Washington state Office of the Insurance Commissioner.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

CHPW is one of Washington's Medicaid health options providers, providing health care services to individuals enrolled in its Benefit Plans.

This agreement will allow JCPH to bill CHPW and collect for clinic services provided to WA Medicaid eligible clients who have chosen CHPW as their managed care organization. By participating in CHPW's Provider Network, savings are imparted to clients in out-of-pocket deductibles and charges. This contract will allow underinsured citizens to receive much-needed services.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This is a fee for service contract.

RECOMMENDATION:

JCPH management requests approval of Provider Agreement with CHPW to provide health care service; March 31, 2023 – until terminated; fee for service

REVIEWED BY:

Mark McCauley, County Administrator

5/16/23
Date

COMMUNITY HEALTH PLAN OF WASHINGTON
PROVIDER AGREEMENT

This Agreement ("Agreement") is made by and between **Community Health Plan of Washington** ("CHPW"), a not for profit Washington Corporation, and **Jefferson County DBA Jefferson County Public Health** ("Contractor") and is effective 3/31/2023 ("Effective Date").

RECITALS

A. Community Health Plan of Washington ("CHPW") is a 501(c)(4) tax exempt entity, accredited by the National Committee on Quality Assurance ("NCQA") and certified as a health care services contractor, organized and operating under the laws of the State of Washington to provide or arrange for provision of covered health care services to individuals enrolled in its Benefit Plans ("Members");

B. CHPW arranges for provision of covered health services to Members pursuant to its contracts with state and federal agencies, including Washington State Health Care Authority ("HCA"), and Centers for Medicare and Medicaid Services ("CMS"), that sponsor various health programs (collectively, "state and federal sponsored health programs");

C. Contractor has employed or contracted with duly licensed providers of health care services located in the State(s) in which it provides health care services and has met CHPW's criteria to be a provider of health care services for Members; and

D. CHPW desires to contract with Contractor to provide Covered Services to Members pursuant to this Agreement and CHPW Benefit Plans, and Contractor desires to contract with CHPW to provide such services. This Agreement is written in compliance with 42 CFR 434.6.

NOW, THEREFORE, in consideration of the recitals, mutual promises, covenants, and agreements set forth herein, both parties agree as follows:

AGREEMENT

1. DEFINITIONS

The following definitions shall apply to this Agreement, except to the extent that they may be superseded by definitions that are specific to a particular health benefit plan on the applicable Benefit Plan Exhibit in Exhibit B and/or available at www.CHPW.org.

1.1 "Agreement" means this Provider Agreement, entered into between CHPW and Contractor, with all amendments, schedules and exhibits hereto.

1.2 "Benefit Plan" means a healthcare benefit product, defined by the applicable plan sponsor, which is offered or administered by CHPW for the payment of Covered Services provided to Members, including without limitation state and federal sponsored health programs. Each Benefit Plan is governed by one or more Benefit Plan Exhibits as indicated on Exhibit B.

1.3 "CHPW Health Benefit Exchange Product" (also referred to as "the CHPW Exchange Product" or "CHPW HBE Product") means those health benefit programs offered and sold by CHPW to individuals or groups who obtain health coverage through the Washington Health Benefit Exchange.

1.4 "Clean Claim" means a reimbursement claim for provision of Covered Services submitted by Contractor to CHPW that is (i) in the form required by CHPW, (ii) complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Administrative Simplification for Electronic Data Interface, and (iii) has no defect or impropriety that may prevent timely or accurate payment of the claim such as failure to include necessary substantiating documentation, encounter data or documentation of particular circumstances requiring special treatment.

1.5 "Contracted Participating Provider" is an individual or entity that is a duly licensed, certified or registered health care provider, is employed or subcontracted by or otherwise associated with Contractor, and who, upon credentialing by CHPW, becomes a Participating Provider.

1.6 "Copayments, Coinsurance and Deductibles" (also referred to as "Cost Sharing") are payments a Member may be required to make to Contractor in accordance with the conditions of the Member's Benefit Plan.

1.7 "Covered Services" are the Medically Necessary health care services that are reimbursable under a Member's Benefit Plan.

1.8 "Critical Incident" means a situation or occurrence that places a Member at risk for potential harm or causes harm to a Member. Examples include homicide (attempted or completed), suicide (attempted or completed), the unexpected death of a Member, or the abuse, neglect, or exploitation of a Member by an employee or volunteer.

1.9 "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain), such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in

serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part.

1.10 "Emergency Services" means inpatient and outpatient services furnished by a provider qualified to furnish the services needed to evaluate or stabilize an Emergency Medical Condition.

1.11 "Health Benefit Exchange" (also referred to as "the Exchange" or "HBE") means the Washington health benefit exchange established in RCW 43.71.020, et seq., the Health Benefit Exchange Act and regulated by the Washington State Office of the Insurance Commissioner ("OIC").

1.12 "Individual with Special Health Care Needs" ("ISHCN") means a Member who meets the diagnostic and risk score criteria for Health Home Services, or is a child with special health care needs, or has a chronic or disabling condition that: (i) has a biologic, psychologic, or cognitive basis; (ii) is likely to continue for more than one year; and (iii) causes either significant limitation in areas of physical, cognitive, or emotional functions, or dependency on medical or assistive devices to minimize limitations of function or activities.

1.13 "Medically Necessary" means a service or supply which meets all of the following criteria:

1.13.1 is consistent with the symptoms or diagnosis and treatment of the Member's condition;

1.13.2 is the most appropriate supply or level of service that is essential to the Member's needs and meets the recognized standards of medical care;

1.13.3 when applied to a Member inpatient, cannot be safely provided to the Member in a less restrictive setting;

1.13.4 is not experimental or investigative;

1.13.5 is consistent with good medical practice;

1.13.6 is not provided primarily for the convenience of the Member, Contractor or Contracted Participating Provider; and

1.13.7 is the most cost-effective of the alternative levels of service or supplies that are adequate and available.

1.14 "Member" is an individual enrolled in a Benefit Plan, who is entitled to receive Covered Services pursuant to that Benefit Plan.

1.15 "Non-Participating Provider" means a professional health care provider, facility, or legal entity that does not have a written agreement with CHPW to participate in CHPW's Provider Network and has not been credentialed by CHPW but may provide health care services to Members upon referral and prior authorization.

1.16 "Participating Provider" means an individual healthcare practitioner or entity that is duly licensed, certified, and/or registered by the appropriate state or other governmental board or agency, is credentialed by CHPW or its delegate, and under a written agreement with CHPW that is current at the time Covered Services are rendered. Participating Providers are collectively referred to as CHPW's "Provider Network".

1.17 "Primary Care Provider" or "PCP" means a Participating Provider who is responsible for (i) providing primary health care, (ii) initiating referrals for specialist and inpatient care, and (iii) supervising, coordinating and maintaining continuity of Members' health care.

1.18 "*Provider Manual*" refers to applicable CHPW manuals, policies and procedures, and documents, as periodically revised, including those that refer to Program Integrity requirements, credentialing, utilization management, prior authorization requirements, claims, and encounter submission, payment, drug formulary, and Participating Provider lists. The *Provider Manual* and associated information are available to Contractor online through www.CHPW.org.

1.19 "Provider Preventable Condition" is an umbrella term for acquired conditions (hospital and nonhospital) identified by the HCA for nonpayment to ensure the high quality of medical services provided to Apple Health enrollees. Provider Preventable Condition(s) includes Other Provider Preventable Conditions and Health Care-Acquired Conditions, as those terms are defined in WAC 182-502-0022.

1.20 "Service Area" means those geographic areas in which CHPW is contracted to provide Covered Services to Members.

1.21 "Urgently Needed Services" means Covered Services, other than Emergency Services, that are provided without a written referral when a Member is experiencing an Urgent Medical Condition and is either (i) temporarily absent from CHPW's Service Area or CHPW's Provider Network is temporarily unavailable or inaccessible, or (ii) when it is unreasonable, under the circumstances, for the Member to obtain such services through CHPW Participating Providers.

1.22 "Urgent Medical Condition" means a medical or behavioral health condition manifesting itself by acute symptoms of sufficient severity such that if services are not received within 24 hours of the request, the individual's situation is likely to deteriorate to the point that Emergency Services are necessary.

1.23 **Additional Definitions.** Additional definitions pertinent to CHPW's state sponsored health benefit plans are available at www.CHPW.org.

2. OBLIGATIONS OF CONTRACTOR

2.1 **Engagement.** CHPW hereby engages Contractor to participate in CHPW's Provider Network, and Contractor hereby accepts such engagement pursuant to the terms and conditions hereunder.

2.2 Contractor and Contracted Participating Providers, Licenses and Credentialing.

2.2.1 Contractor shall select each individual Contracted Participating Provider in accordance with Contractor's written procedures, which shall include consideration of the individual's professional qualifications, experience, and ability to deliver efficient, effective health care services to Members. Each Contracted Participating Provider who provides Covered Services to Medicare Advantage Members must be a Certified Medicare Provider.

2.2.2 Contractor shall cooperate and comply with CHPW credentialing criteria and verification procedures for Participating Providers. Contractor represents and warrants that each of its Contracted Participating Providers is fully qualified and duly licensed and/or certified by the appropriate state or other governmental board or agency to provide healthcare services within the scope of the Contracted Participating Provider's license. Contractor and Contracted Participating Providers shall maintain such license(s) and/or certification(s) in good standing. Contractor will provide prompt written notice to CHPW of any changes in the license or certification of any of its Contracted Participating Providers, any legal or governmental action, or any other situation which may adversely impair the Contracted Participating Provider's ability to provide Covered Services to Members pursuant to this Agreement, in no case longer than five (5) days after Contractor becoming aware of any such circumstances.

2.2.3 Contractor shall provide an accurate list of Contracted Participating Providers with status designations as "employed by Contractor" or "subcontracted with Contractor" in Exhibit A. Contractor shall promptly notify CHPW in writing of changes in its list of Contracted Participating Providers and/or their status designations by providing a revised Exhibit A in accordance with the procedures outlined in the *Provider Manual*, and in no case more than thirty (30) days after a change becomes effective.

2.2.4 Contractor shall orient Contracted Participating Providers, employees and subcontractors to the applicable terms of this Agreement, the *Provider Manual*, and to other areas specifically designated by CHPW, including Member rights, marketing, enrollment and disenrollment procedures, risk management, customer service, claims preparation and authorizations, hospital admission notification and certification, transfer and discharge procedures.

2.2.5 In performing its duties hereunder, Contractor shall require its Contracted Participating Providers to comply with all applicable terms of this Agreement and the Benefit Plans listed on Exhibit B, and applicable requirements of the *Provider Manual*, as amended by CHPW from time to time at its sole discretion.

2.2.6 Contractor shall ensure that Contracted Participating Providers participate in continuing education programs required by law. Contractor shall participate in and cooperate with CHPW's education and training programs for Contracted Participating Providers and for Members.

2.2.7 CHPW may terminate a Contracted Participating Provider's participation upon thirty (30) days' notice to Contractor due to a violation of the terms of this Agreement, and immediately upon a Contracted Participating Provider's failure to maintain compliance with CHPW's credentialing requirements. A Contracted Participating Provider's exercise of any rights they may possess to appeal such termination shall not change the effective date of such termination.

2.2.8 Contractor represents and warrants that neither it nor its Contracted Participating Providers is or has been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid. Contractor shall promptly notify CHPW of any threatened, proposed, or actual exclusion of Contractor, a key employee or a Contracted Participating Provider from any state or federally funded health care program.

2.2.9 Contractor shall have and maintain for the term of this Agreement all necessary licenses, certifications, permits, and other permissions required by law for the performance of its obligations hereunder. Contractor shall notify CHPW immediately in the event of a change in the status of Contractor's required licenses, certifications, or other required permissions. Contractor's loss or suspension of licensure or its exclusion from any federally funded health care program, including Medicare and Medicaid, shall constitute cause for immediate termination pursuant to Section 6.2 of this Agreement.

2.3 Services.

2.3.1 Contractor has service locations and Contracted Participating Providers listed on Exhibit A attached hereto. Subject to Section 2.4.7, Contractor shall notify CHPW in writing within sixty (60) days of changes in its list of locations, Contracted Participating Providers and their status as employees or subcontractors. The process for updating Exhibit A is contained in the *Provider Manual*.

2.3.2 Contractor shall provide or arrange for provision of efficient and effective Covered Services through its Contracted Participating Providers to Members of those Benefit Plans identified on Exhibit B. Covered Services shall be Medically Necessary and appropriate to each Member's clinical condition in accordance with the *Provider Manual*, industry standards, accreditation requirements, and applicable state and federal laws and regulations.

2.3.3 Contractor shall participate in and cooperate with CHPW's education and training programs for Participating Providers and for Members.

2.3.4 Contractor shall provide all Covered Services hereunder to Members in the same manner and timeliness as such services are made available to non-Members, without regard to an individual's participation in private health care coverage or in a publicly funded Benefit Plan, in accordance with this Agreement and industry standards.

2.3.5 Before providing Covered Services, other than screening and treatment for Emergency Medical Conditions, Contractor shall verify each Member's eligibility either electronically at www.CHPW.org, as set forth in the *Provider Manual,* or by calling CHPW's Customer Service Department at the telephone number printed on the back of Member's CHPW identification card.

2.3.6 Contractor shall not delegate the provision of Covered Services without CHPW's prior written approval. To the extent Contractor subcontracts provision of any Covered Services, such subcontracts shall be in writing and include a requirement for compliance with all provisions of this Agreement, including without limitation the credentialing, insurance and hold harmless sections.

2.3.7 If Contractor provides primary care services, Contractor shall assure that each Member is assigned to a PCP Participating Provider.

2.3.7.1 In consultation with other appropriate health care professionals such as care managers, community health workers or community-based care managers, PCPs shall provide, coordinate, and supervise health care to meet the needs of each Member, including initiation and coordination of referrals for medically necessary specialty care.

2.3.7.2 In consultation with other appropriate health care professionals, PCPs shall assess and develop individualized treatment plans for Members meeting the definition of an Individual with Special Health Care Needs. Such treatment plans shall ensure the integration of appropriate clinical and non-clinical disciplines and services in the overall plan of care.

2.3.8 Each Contracted Participating Provider shall exercise independent medical judgment and control over his/her professional services. Nothing herein shall give CHPW authority over Contracted Participating Provider's medical judgment or direct the means by which s/he practices within the scope of his/her licensed, certified, and/or registered practice.

2.3.9 Each Participating Provider is responsible for their relationship with each Member the Participating Provider treats, and for the quality of health care services provided to Members. Contractor shall be solely responsible to each Member for medical care provided.

2.3.10 Contractor shall assist CHPW with the transfer of any Member who has selected a Contracted Participating Provider and is receiving Emergency Services or other authorized care from a non-participating facility to a participating facility at which the Contracted Participating Provider or another suitable Participating Provider has admitting privileges in accordance with the CHPW Medical Director's determination of the medical acceptability of such transfer.

2.3.11 To the extent that Contractor's PCPs have capacity, Contractor's PCPs shall accept enrollment of any Member at CHPW's request. Contractors providing primary care services may close enrollment of new Members due to lack of capacity, after providing forty-five (45) days written notice to CHPW and with written approval from CHPW, which shall not be unreasonably withheld. Contractor's enrollment of Members shall not be closed if enrollment remains open to other plans or lines of business.

2.3.12 Contractor shall cooperate with, participate in, and provide information and data necessary to support, CHPW's Care Coordination activities and to meet HCA care coordination obligations.

2.3.13 Critical Incident Reporting. Contractor shall provide immediate notification to CHPW of any Critical Incident involving a Member. Notification shall be made during the business day on which Contractor becomes aware of the Critical Incident. If Contractor becomes aware of a Critical Incident involving a Member after business hours, Contractor shall provide notice to CHPW as soon as possible the next business day. Contractor shall provide to CHPW all available information related to a Critical Incident at the time of notification, including: a description of the event, including the date and time of the incident, the incident location, incident type, information about the individuals involved in the incident and the nature of their

involvement, the Member's or other involved individuals' service history with Contractor, steps taken by Contractor to minimize potential or actual harm, and any legally required notification made by Contractor. Upon CHPW's request and as additional information becomes available, Contractor shall update the information provided to CHPW regarding the Critical Incident and, if requested by CHPW, Contractor shall prepare a written report regarding the Critical Incident, including any actions taken in response to the incident, the purpose for which such actions were taken, any implications to Contractor's delivery system, and efforts designed to prevent or lessen the possibility of future similar incidents.

2.3.14 Discharge Planning Services. If Contractor provides Covered Services in twenty-four (24) hour care settings, Contractor must provide discharge planning services, which shall include, at a minimum:

2.3.14.1 Coordination of a community-based discharge plan for each Member, beginning at intake, and regardless of length of stay or whether the Member completes treatment;

2.3.14.2 Coordination of information with the referring entity, including ensuring the exchange of assessment, admission, treatment progress, and continuing care information, where applicable. Contact with the referring entity must be made within the first week of residential treatment, where applicable;

2.3.14.3 As applicable, establishment of referral relationships with assessment entities, outpatient providers, vocational or employment services, and courts, which specify aftercare expectations and services, including procedure(s) for involvement of entities making referrals in treatment activities;

2.3.14.4 As applicable, coordination with appropriate community resources and services, including, for example, DBHR prevention services, vocational services, services available through the DSHS Children's and Economic Services Administrations, and/or housing services and supports; and

2.3.14.5 Coordination of medical services, as needed, for eligible Members.

2.3.15 Behavioral Health Screening and Assessment. If Contractor provides Behavioral Health services, Contractor shall utilize the Global Appraisal of Individual Needs-Short Screener (GAIN-SS) and assessment process, including use of the quadrant placement. If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder, Contractor shall consider this information in the development of the Member's treatment plan, including appropriate referrals. In addition, Contractor shall implement, and maintain throughout the term of this Agreement, the Integrated Co-Occurring Disorder Screening and Assessment process, including training for applicable staff. If Contractor fails to implement or maintain this process, CHPW shall require and monitor Contractor's compliance with a corrective action plan designed to ensure compliance with the requirements of this Section.

2.4 Member Access to Services.

2.4.1 Contractor shall provide Members with access to Covered Services on the same basis as such services are made available to individuals who are not Members.

2.4.2 A PCP Participating Provider must provide Members with 24-hour-a-day, seven-days-a-week access by phone to a health care professional for the purpose of rendering medical advice concerning emergent, urgent or routine medical conditions, and for authorizing Emergency Medical Services and out of area urgent care services. Such advice shall be provided by a health care professional licensed to practice independently or a physician's assistant.

2.4.3 A specialty care Participating Provider must provide Members with 24-hour-a-day, seven-days-a-week access by phone to a health care professional for the purpose of rendering medical advice concerning emergent, urgent or routine medical conditions. Such advice shall be provided by a health care professional licensed to practice independently or a physician's assistant

2.4.4 Contractor shall maintain an appointment system for Members' prompt access to health care in compliance with the following appointment wait time standards:

- To the extent applicable, transitional healthcare by a PCP available for clinical assessment and care planning within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program.
- To the extent applicable, transitional health care by a home care nurse or home care registered counselor within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program, if ordered by a Member's PCP or as part of the discharge plan.
- Non-symptomatic (i.e., preventative care) – 30 calendar days.
- Non-urgent, symptomatic (i.e., routine care) – 10 calendar days.
- Urgent – 24 hours.
- Emergency care access – 24/7 provided at area Hospital Emergency Departments.

In the event that CMS, HCA, or another applicable state or federal authority, enact more stringent appointment wait time standards, Contractor shall adopt and abide by the most stringent standard(s) applicable for all CHPW Members. CHPW shall monitor Contractor's compliance with applicable appointment wait time standards and may take corrective action in the event Contractor fails to comply.

2.4.5 At least annually and upon CHPW request, Contractor shall provide to CHPW a report on its capacity for additional primary care enrollment or capacity to provide specialty Services.

2.4.6 Contractor shall provide CHPW at least one hundred twenty (120) calendar days written notice before Contractor, any Contractor location, or any Contracted Participating Provider ceases providing Covered Services to Members.

2.4.7 If a Contracted Participating Provider's participation with CHPW is discontinued by either party, Members undergoing an active course of treatment (including treatment for second or third trimester pregnancy and postpartum care) with a terminated Contracted Participating Provider, shall be given the option to continue such treatment with the terminated Contracted Participating Provider for ninety (90) days following the effective date of the Contracted Participating Provider's termination or completion of the active course of treatment, whichever occurs first. A Member who is receiving inpatient care on the effective date of Contracted Participating Provider's termination shall continue receiving Services from the terminated Contracted Participating Provider until the Member has been discharged from inpatient treatment or transferred to another Participating Provider. CHPW shall reimburse Contractor in accordance with the reimbursement rate provided herein for any Covered Services rendered in accordance with this Section after the effective termination date. Contractor shall work with the terminating Contracted Participating Provider and impacted Member(s) to develop a reasonable transition plan. This Section 2.4.7 shall not apply to Contracted Participating Providers terminated for incompetence, unprofessional conduct, or loss of license or exclusion from Medicare or Medicaid.

2.4.8 Termination of Contracted Primary Care Provider(s). CHPW shall provide written notice to each Member affected by the termination or cessation of practice of the Member's Contracted PCP at least thirty (30) calendar days prior to the effective date of such termination or cessation. Such notice shall include the PCP's name, effective date of termination, the procedure for selecting another PCP, and an offer to assist the Member to select a new PCP.

2.4.9 Termination of Contracted Specialty Care Provider or Specialty Group. Contracted specialty groups and individual specialists shall provide timely written notice to Members of pending termination or cessation of their practice. Notwithstanding the foregoing, CHPW shall be responsible to notify in writing each Member affected by termination or cessation of a specialty group's or individual specialist's practice. CHPW shall provide such notice to affected Members prior to the effective date of such termination or cessation of practice.

2.4.10 Contractor shall give CHPW at least ninety (90) calendar days written notice before opening any additional sites or satellite facilities that are not currently listed on Exhibit A. Within sixty (60) calendar days of receiving the notice, CHPW shall approve or disapprove in writing the use of such locations for providing Covered Services to Members.

2.4.11 CHPW will monitor Member access to and availability of Contracted Participating Providers and inform Contractor of significant concerns and Member complaints about access to or availability of Covered Services. If a CHPW access study shows excessive Member wait times for appointments, CHPW may suspend further enrollment or referrals of Members with Contractor until capacity improves and another access study shows acceptable wait times.

2.5 Member Rights.

2.5.1 Contractor and Contracted Participating Providers shall in all instances obtain informed consent prior to treatment.

2.5.1.1 Without regard to Benefit Plan limitations or cost, Contractor and Contracted Participating Providers shall communicate freely and openly with Members (i) about their health status, and treatment alternatives (including

medication treatment options); (ii) about their rights to participate in treatment decisions (including refusing treatment); and (iii) providing them with relevant information to assist them in making informed decisions about their health care.

2.5.1.2 If applicable, Contractor shall assure that all sterilizations and hysterectomies performed for Members are in compliance with 42 CFR 441 Subpart F, and that the Washington State Health Care Authority ("HCA") Sterilization Consent form HCA 13-364 or its equivalent is used. No payment shall be made under state sponsored Benefit Plans for sterilization procedures and hysterectomies that do not comply with the requirements of this paragraph.

2.5.1.3 Contractor shall comply with the Natural Death Act, HCA, CMS and other applicable rules concerning advance directives and, when appropriate, inform Members or their representatives of their right to make anatomical gifts. Contractor shall assure that the existence of an Advanced Directive is documented in each Member's record in compliance with the Patient Self-Determination Act of 1990.

2.5.1.4 In accordance with Washington state law, if a provider intends to bill a patient or CHPW for an audio-only telemedicine service, the provider must obtain patient consent for the billing in advance of the service being delivered. A provider's failure to obtain such consent may result in disciplinary action against the provider.

2.5.2 Contractor shall provide care in a culturally competent manner and shall provide or arrange for interpretive services for each Member who is hearing impaired, or whose oral or written language creates a barrier to access, for all contacts between Contractor and Member including appointments for provision of Covered Services, emergent and urgent services, telephone contacts, and assistance with all steps necessary to file Member complaints and appeals. v shall assure that all generally available written materials provided to Members are developed at the 6th grade reading level, translated into the Member's primary reading language, or audibly in the Member's primary language or provided in an alternative medium or format acceptable to the Member and approved by CHPW.

2.6 Utilization Review and Quality Assurance.

2.6.1 Contractor shall maintain a quality improvement system (i) tailored to the nature and types of Covered Services provided hereunder, (ii) which affords quality control for health care provided, including Covered Services, and (iii) provides for free exchange of information between CHPW and Contractor.

2.6.2 Contractor shall comply with, and cooperate and participate in, utilization review, applicable Performance Improvement Projects ("PIPs") and PIP requirements, quality improvement, quality assurance programs, necessity of care evaluations, coordination of benefit activities, health care coding reviews and cost containment activities, as set forth in the *Provider Manual* and as CHPW deems necessary, including concurrent and retrospective reviews, audits and/or reviews by independent quality improvement organizations and accreditation agencies.

2.6.2.1 Contractor shall cooperate with CHPW's collection, production and distribution of comparative data for quality assurance and utilization review. CHPW may use such data regarding Contractor and its Contracted Participating Providers' performance in activities such as quality improvement, public reporting to consumers, preferred status designations and other activities that promote transparency to consumers and Members.

2.6.2.2 Contractor shall cooperate and communicate freely with CHPW regarding quality issues and notify CHPW of any Member's medical situation or special health care needs that may benefit from case management in accordance with the conditions of the Members' Benefit Plans and the *Provider Manual.*

2.7 Member Complaint Procedures. Contractor shall cooperate and comply with CHPW's Member complaint and appeals procedures as set forth in the *Provider Manual*, for resolution of any Member complaints or appeals that may arise from Contractor's provision of services, or CHPW's denial of coverage, under this Agreement. Contractor shall notify CHPW of Member complaint or appeal that it receives and the subsequent resolution. Contractor shall cooperate with CHPW in the investigation and resolution of Member complaints or appeals received by CHPW regarding Contractor or a Contracted Participating Provider's provision of services.

2.8 Record Keeping and Access. Contractor shall prepare, maintain, and retain accurate Member health records including appropriate medical, administrative and financial records related to this Agreement and to Covered Services provided hereunder in accordance with the *Provider Manual*, industry standards, applicable state and federal sponsored health programs, and applicable federal and state statutes and regulations. Such records shall be maintained for the maximum period required by federal or state law as set forth in Section 5.5, below. CHPW shall have continued access to Contractor's records necessary for CHPW to perform its obligations hereunder, to administer its Benefit Plans, and to comply with federal or state law or regulations and applicable accreditation requirements. CHPW prefers electronic copies of such information, data and records, but Contractor may provide hard copies at its own expense.

2.9 Member Copayments, Coinsurance, Deductibles.

2.9.1 Contractor shall collect and may retain Member Cost Sharing amounts authorized under the applicable Member's Benefit Plan for Covered Services.

2.9.2 Copayments that Contractor charges a Member hereunder shall not exceed the actual cost of providing the associated Covered Services.

2.9.3 Members enrolled in a CHPW Medicare Advantage Special Needs Plan and for whom a state provides coverage ("Dual Eligible Enrollees") will not be required to pay any Cost Sharing Amounts for Services covered by Medicare Parts A or B, when the applicable state Medicaid Program is required to pay.

2.9.3.1 In lieu of collecting such Cost Sharing Amounts under the Medicare Advantage Benefit Plan, Contractor may either (i) bill such Cost Sharing Amounts to the appropriate state Medicaid source, or (ii) forego collecting Cost Sharing Amounts and accept the Medicare Advantage Benefit Plan reimbursement as payment in full.

2.9.3.2 Contractor may determine that a Member is a Dual Eligible Enrollee by reviewing plan information on the Member's ID card, or through CHPW's electronic provider portal(s).

2.10 Non-Covered Services. Contractor and Contracted Participating Providers shall notify Members of their personal financial obligations for non-Covered Services before rendering such services. Contractor and Contracted Participating Providers shall not bill a Member for non-Covered Services unless the Member has, prior to the provision of non-Covered Services, signed a written acknowledgement and acceptance of financial responsibility after full written disclosure of (i) Contractor's intent to bill Member for non-Covered Services, and (ii) the non-liability of CHPW for such non-Covered Services.

2.11 Hold Harmless and Insolvency.

2.11.1 In no event, including, but not limited, to non-payment by CHPW, CHPW insolvency, or breach of this Agreement, shall Contractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member, a person acting on a Member's behalf, or HCA for Services provided under this Agreement. This provision shall not prohibit Contractor's collection of copayments, coinsurance and deductibles, or fees for non-covered services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from a Member in accordance with the terms of Member's Benefit Plan.

2.11.2 In the event of CHPW's insolvency, Contractor shall continue to provide the Services promised under this Agreement to Members for the duration of the period for which premiums on behalf of Members were paid to CHPW or until Member is discharged from inpatient facilities, whichever time is greater.

2.11.3 Notwithstanding any other provision herein, nothing in this Agreement shall be construed to modify the rights and benefits contained in a Member's Benefit Plan.

2.11.4 Contractor may not bill Members for Covered Services (except for copayments, coinsurance and deductibles) when CHPW denies payment because Contractor failed to comply with the terms of this Agreement.

2.11.5 If Contractor contracts with other care providers who are not Participating Providers, and who agree to provide Covered Services to Members with the expectation of receiving payment directly or indirectly from CHPW, such providers must agree in writing to abide by the provisions of this Section 2.11.

2.11.6 Contractor further agrees that this Section 2.11 shall survive termination of this Agreement regardless of the cause giving rise to such termination, and shall be construed to be for the benefit of CHPW Members. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contractor and Members or persons acting on a Member's behalf.

2.11.7 If Contractor willfully collects or attempts to collect an amount from a Member under any of the provisions outlined above, the act will constitute a class C felony under RCW 48.80.030(5).

2.12 Referrals and Authorizations.

2.12.1 Contractor shall not refer a Member to a Non-Participating Provider without prior written authorization from CHPW, except when necessary in the case of Emergency Services or Urgently Needed Services. Contractor must notify CHPW of referrals for Emergency Services or Urgently Needed Services by the next business day.

2.12.2 Contractor shall cooperate and comply with prior authorization, hospital admission and certification procedures required by the then current *Provider Manual*.

2.12.3 Consistent with applicable law and the *Provider Manual*, Contractor shall use best efforts to refer Members to other Participating Providers for appropriate, Medically Necessary Covered Services when such Services are not available from Contractor.

2.12.4 To the extent that Contractor is billing for pharmacy claims, Contractor shall be subject to the *Provider Manual* terms with regard to prior authorization procedures including policies regarding emergency fill authorizations.

2.13 Insurance Requirements.

2.13.1 Contractor shall maintain the insurance coverage limits set forth below, to cover all of Contractor's Services under this Agreement, in the minimum amounts specified in this Section, except as otherwise agreed:

2.13.1.1 Professional liability coverage, including negligence and errors and omissions coverage, with a minimum limit of One Million Dollars ($1,000,000) per occurrence, and Three Million Dollars ($3,000,000) annual aggregate. These limits must apply per Contracted Participating Provider, and shall not be shared amongst Contractor's Contracted Participating Providers.

2.13.1.2 Commercial and comprehensive general liability coverage, with a minimum limit of One Million Dollars ($1,000,000) per occurrence, and One Million Dollars ($1,000,000) annual aggregate.

2.13.1.3 Applicable state statutory limits for workers compensation.

2.13.1.4 Other usual or customary insurance coverage, or an equivalent program of self-insurance, applicable to the work being performed and the Services Contractor provides under this Agreement, and acceptable to CHPW. Contractor warrants that Contractor's coverage under its memorandum of liability insurance with the Washington Counties Risk Pool satisfies the insurance coverage requirements of this section 2.13.

2.13.1.5 To the extent applicable, coverage for Federally Qualified Health Centers under the Federal Torts Claims Act will be deemed to meet the requirements of this Section 2.9.

2.13.2 By requiring insurance herein, CHPW does not represent that coverage and limits will necessarily be adequate to protect Contractor. Such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to CHPW herein.

2.13.3 Contractor will promptly notify CHPW of any cancellation, reduction, or other material change in the amount or scope of Contractor's required coverage. Upon CHPW's request, Contractor will furnish to CHPW a certificate of insurance evidencing all of the policies of insurance and limits required hereunder.

2.13.4 All policies maintained by Contractor shall be primary with respect to any insurance maintained by CHPW. Failure to maintain the required insurance constitutes cause for termination of the Agreement.

2.13.5 The requirements of this Section 2.9 shall survive termination or expiration of this Agreement.

2.14 Administrative Matters. In performing its duties hereunder, Contractor shall comply, and require its Contracted Participating Providers to comply, with applicable requirements of the *Provider Manual* that CHPW may amend from time to time at its sole discretion. Without limiting the generality of the foregoing:

2.14.1 Contractor shall comply with RCW 48.135 concerning Insurance Fraud Reporting and notify CHPW's Compliance Department of all incidents or occasions of suspected fraud, waste or abuse involving Services provided to a Member. Contractor shall report a suspected incident of fraud, waste or abuse, including a credible allegation of fraud, within five (5) business days of the date Contractor first becomes aware of, or is on notice of, such activity. The obligation to report suspected fraud, waste or abuse shall apply whether the suspected conduct was perpetrated by Contractor, Contractor's employee, agent, or subcontractor, or Member. Contractor shall establish policies and procedures for identifying, investigating, and taking appropriate corrective action against suspected fraud, waste or abuse. Upon request by CHPW or the State, Contractor shall confer with the appropriate State agency prior to or during any investigation into suspected fraud, waste or abuse. For purposes of this section, the terms fraud and abuse shall have the same meaning as provided for in 42 CFR §455.2.

2.14.1.1 CHPW shall not penalize Contractor because Contractor, in good faith, reports to state or federal authorities any act or practice by the health carrier that jeopardizes patient health or welfare or that may violate state or federal law.

2.14.1.2 Contractor will maintain policies and procedures that require its managers, officers, and directors, who are involved in work that relates to Members, to

complete and sign a Conflict of Interest Statement upon hiring or appointment, and annually thereafter, and to report potential conflicts of interest that may arise.[1]

3. OBLIGATIONS OF CHPW

3.1 Reimbursement. CHPW shall reimburse Contractor for Covered Services it has provided to Members in accordance with this Agreement, the *Provider Manual*, and applicable state and federal law, regulation, guidance and instruction.

3.2 Eligibility. CHPW or its designee shall confirm a Member's eligibility for Covered Services upon Contractor's request.

3.3 Identification Cards. CHPW shall provide an identification card to each Member. The card will display status of membership with CHPW, Member's name, Benefit Plan identification number, name of Primary Care Clinic, copayment amounts, telephone number for prior approval authorization requests and notifications, and the claims address.

3.4 Data Requirements. CHPW shall provide Contractor with claim, encounter, and referral format requirements.

3.5 CHPW Insurance Coverage. CHPW shall maintain general comprehensive liability insurance in the amounts of $1,000,000 per occurrence and $3,000,000 in the aggregate and will provide Contractor evidence of such coverage upon request.

3.6 Provider Manual.

3.6.1 CHPW shall maintain and make accessible to Contractor its *Provider Manual* and associated information, policies and procedures, on its website, www.CHPW.org. The *Provider Manual* covers topics such as utilization review, general benefits information, quality assessment and improvement programs, credentialing, grievance procedures, billing and data reporting requirements, reimbursement terms and other relevant information.

3.6.2 CHPW may revise and update the Provider Manual from time to time. CHPW will provide Facility not less than sixty (60) days' notice of a change that substantially affects Facility's reimbursement or Covered Service delivery, unless changes to federal or state law or regulations or other circumstances make such advance notice impossible, in which case notice shall be provided as soon as possible. Subject to the termination and continuity of care provisions in Section VI., below, Facility may terminate this Agreement, as set forth in Section 6.3, below, if the change is unacceptable to Facility. If there are any conflicts between the Provider Manual and this Agreement, this Agreement shall prevail.

3.7 Non-Discouragement.

[1] A conflict of interest may arise if a person or a member of his/her family has an existing or potential interest or relationship that impairs or appears to impair the person's independent judgment.

3.7.1 CHPW shall not in any way preclude or discourage Contractor from informing Members about healthcare they require, including various treatment options and whether, in Contractor's view, such care is consistent with medical necessity, medical appropriateness, or coverage under the Member's Benefit Plan. CHPW shall not prohibit, discourage or penalize Contractor from legally advocating on behalf of a Member with CHPW. Nothing in this Section 3.7, however, shall be construed to authorize Contractor to bind CHPW to pay for any service.

3.7.2 CHPW shall not preclude or discourage Contractor, Members, or those paying for their coverage, from discussing the comparative merits of different health carriers, even if such discussion is critical of CHPW.

3.7.3 Notwithstanding any other provision herein, CHPW shall not prohibit, directly or indirectly, any Member from freely contracting at any time to obtain any health care services outside a CHPW Benefit Plan on any terms or conditions a Member chooses. Nothing herein, however, shall be construed to bind CHPW to pay for services delivered outside a CHPW Benefit Plan.

3.8 Notification. CHPW will notify Provider of any adverse benefit determination that involves the pre-service denial of a treatment or procedure request by Provider.

3.9 Prescription Drug Utilization Management. In accordance with RCW 48.43.420, CHPW maintains a prescription drug utilization management program applicable to any Health Benefit Exchange Benefit Plans covered under this Agreement, including a clear, readily accessible, and convenient process to request an exception. Detailed information can be found on CHPW's website at https://www.cascadeselect.org/member-center/member-resources/prescription-drug-coverage/.

4. BILLING AND REIMBURSEMENT

4.1 Requirements.

4.1.1 For all billing and reimbursement activities, the parties shall comply with applicable billing instructions, practices and policy guidelines referenced herein, and as published and periodically updated in the *Provider Manual* and, as applicable, with HCA and CMS instructions and coverage/non-coverage determinations. If there is a conflict between the substance or interpretation of HCA billing instructions or guidelines and the *Provider Manual*, the *Provider Manual* shall control. If there is a conflict between the substance or interpretation of CMS instructions or determinations on coverage and the *Provider Manual*, the CMS instructions or determinations shall control.

4.2 Claims and Encounter Submission.

4.2.1 Contractor shall comply with the claims, encounter reporting, payment, and billing procedures set forth in the *Provider Manual,* and shall submit Clean Claims for Covered Services rendered to the address set forth on the Member's identification card in nationally approved standard formats, and through a CHPW approved clearinghouse. Contractor shall use best efforts

to submit claims/encounters electronically. Without limiting the generality of the foregoing, encounters shall be submitted within thirty (30) days of the end of the month in which the service was rendered. Except as otherwise stated, Contractor shall use best efforts to submit claims/encounters electronically.

4.2.2 Upon request, Contractor shall furnish all information reasonably required by CHPW to substantiate the provision of and charges for Covered Services, at no charge to CHPW. Claim approval and payment for claims or encounters are contingent upon CHPW's receipt of complete and accurate information from Contractor.

4.2.2.1 CHPW's prior authorization through prospective and/or concurrent review does not guarantee payment.

4.2.2.2 CHPW reserves the right to assure, through audit and retrospective evaluation of a Member's documented medical care, and based on the information available to the attending physician or ordering provider at the time services were provided, that those services were Medically Necessary and claims were accurately coded. Such review or audit may result in denial of claims for services on the basis of medical Necessity or errors in claims submission and may adversely impact payment.

4.2.2.3 If it is determined that all or part of the payment of a claim for Services, other than Emergency Services, was based on information that, in the opinion of CHPW, is significantly different from the information that was available at the time of CHPW or its designee's original certification that the Member was eligible for the Covered Services authorized or provided, CHPW may request a refund.

4.2.3 CHPW shall not pay a claim received (i) more than three hundred and sixty-five (365) calendar days after the date a Covered Service was rendered, or (ii) more than sixty (60) calendar days after Contractor first receives notice that CHPW is a secondary payer under applicable coordination of benefit procedures.

4.3 Reimbursement.

4.3.1 CHPW shall reimburse Contractor for timely submitted Clean Claims for Covered Services Contractor provides to Members in accordance with this Section 4 and the applicable Benefit Plan Exhibit(s) in Exhibit B. Contractor shall accept such reimbursement, plus any applicable Cost Sharing Amounts, as payment in full for such Covered Services.

4.3.2 CHPW shall not pay a claim received (i) more than three hundred and sixty-five (365) calendar days after the date a Covered Service was rendered or the date of discharge, whichever is later or (ii) more than sixty (60) calendar days after Contractor first receives notice that CHPW is a secondary payer under applicable coordination of benefit procedures.

4.3.3 CHPW reserves the right to change the reimbursement rates set forth on each Benefit Plan Exhibit by written notice to Contractor in accordance with changes in rates paid by applicable federal, state, or other third-party payers. Such reimbursement shall be accepted by Contractor as payment in full.

4.3.3.1 CHPW will provide Contractor at least sixty (60) days' notice of changes that affect Contractor's reimbursement rates pursuant to Section 7.6.1 below, unless changes to federal or state law or regulations make such advance notice impossible, in which case notice shall be provided as soon as possible. Contractor may terminate this Agreement pursuant to Section 6.3 if it does not agree with the changes.

4.3.3.2 The parties acknowledge that configuring new rates into CHPW's reimbursement system to begin paying claims at a new rate requires up to 30 days. In situations where federal or state rate changes do not allow CHPW to provide 60 days' advance notice to Contractor, new rates will be implemented on the later of the date CHPW has completed configuring its system, or on the published effective date of the new rates. Where a change allows for 60 days' notice, the new rates will be implemented on the published effective date of the rate change.

4.3.3.3 CHPW will apply new rates only to claims received on and after the implementation date described in the previous Section. If such action results in a substantial negative impact to either party, the impacted party may request that the parties negotiate a settlement payment in lieu of retroactive adjustment of individual claims.

4.3.4 CHPW shall deny or recover payment(s) to Contractor related to the treatment of a Provider Preventable Condition. At the request or direction of the HCA, the Washington State Medicaid Fraud Control Unit ("MFCU"), or a state or federal law enforcement agency, CHPW may suspend part of or all payments related to a credible allegation of fraud, as determined by the requesting or directing agency.

4.3.5 Except as agreed to by the parties on a claim-by-claim basis, CHPW shall pay not less than ninety-five percent (95%) of all Clean Claims received from Contractor within thirty (30) days of receipt, and pay or deny ninety-five percent (95%) of all claims received from Contractor within sixty (60) days of receipt. A Clean Claim is "received" on the date CHPW receives either written or electronic notice of the claim. For state sponsored Benefit Plans, if CHPW fails to meet its obligations in this paragraph, CHPW shall pay Contractor interest at the rate of one percent (1%) per month of the contract amount of all unpaid Clean Claims that have not been denied and which have aged sixty one (61) or more days, until such time as CHPW is again in compliance with the requirements of this Section.

4.3.6 If Contractor is a chiropractic provider, CHPW will reimburse Contractor for services deemed by CHPW to be Medically Necessary if (i) the service is a Covered chiropractic health care Service, (ii) provided by Contractor or the Contractor's employee in accordance with applicable state law, and (iii) Contractor has otherwise complied with the terms and conditions of this Agreement.

4.4 Coordination of Benefits and Third-Party Payment.

4.4.1 Contractor will cooperate with CHPW's coordination of benefits, subrogation and third-party payment policies as set forth herein and in the *Provider Manual*. CHPW will not unreasonably delay payment of a claim by reason of the application of its coordination of benefits policies.

4.4.2 Contractor shall promptly notify CHPW if it becomes aware that a Member has a subrogation claim or right to reimbursement from a third-party, and shall assist CHPW in arranging for assignment of such right to CHPW for collection. Contractor shall also notify CHPW of Members that may approach stop-loss deductibles, have other insurance coverage available, or be eligible for Social Security coverage.

4.4.3 Except as otherwise required by Chapter 284-51 WAC, under no circumstances shall CHPW reimburse Contractor any amount greater than that provided for under this Agreement. If Contractor has received payment from another coverage plan or entity that has primary payment responsibility under coordination of benefits rules, and that payment is equal to or greater than the rates set forth herein, Contractor may not seek additional reimbursement from CHPW. In addition, Contractor shall promptly refund to CHPW any amount CHPW has already paid to Contractor which, when added to amounts paid by another coverage plan or third party for the same Covered Services, are in excess of the rates set forth in this Agreement.

4.4.4 With regard to state sponsored Benefit Plans, payment for Services and benefits shall be secondary to any other medical coverage exception in accord with the applicable rules of WAC 284-51-205(1)(a). CHPW shall not refuse or reduce Services provided hereunder solely due to the existence of similar benefits under another health care contract. CHPW shall pay claims for prenatal care and preventive pediatric care and then seek reimbursement from third parties.

4.5 Retrospective Review and Recovery Rights.

4.5.1 CHPW reserves the right to assure through audit and retrospective evaluation of a Member's documented medical care that, based on the information available to the attending physician or order provider at the time services were provided, services provided were Medically Necessary and claims were accurately coded. Such review or audit may result in denial of claims for services on the basis of Medical Necessity or errors in claims submission and may adversely impact payment.

4.5.1.1 CHPW may retrospectively deny a claim (a) if it is determined that prior authorization was based upon a material misrepresentation by Contractor or a Contracted Participating Provider, and/or (b) if information provided to CHPW is materially different from information that was reasonably available at the time of the original determination

4.5.2 Any payments made to Contractor by CHPW that are determined to be inappropriate in accordance with applicable law, or to which Contractor is not entitled under the terms of this Agreement or the *Provider Manual*, shall be considered an overpayment. Overpayments shall be refunded to CHPW within thirty (30) days of the date Contractor is notified of the overpayment or within sixty (60) days of identification of an overpayment by Contractor, whichever is earlier. Alternatively, CHPW may, in its discretion, immediately offset or recoup any and all overpayments or other amounts owed by Contractor to CHPW against amounts owed by CHPW to Contractor.

4.5.3 Contractor agrees that all recoupment and any offset rights under this Agreement will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government

authority that may now have or hereafter have jurisdiction over Contractor. Notwithstanding the foregoing, except in the case of fraud, CHPW may not request (a) a refund of a payment previously made to satisfy a claim unless CHPW does so in writing within twenty-four (24) months (or within thirty (30) months for reasons related to coordination of benefits) in accordance with RCW 48.43.600 or (b) payment of a contested refund sooner that six (6) months after receipt of the request. This section is not applicable to subrogation claims.

4.5.4 Except in the case of fraud, Contractor may not request payment from CHPW to satisfy a claim unless it does so in writing within twenty-four (24) months after the date the claim was denied or payment intended to satisfy the claim was made. In the case of coordination of benefits, Contractor must request any additional balances owed from CHPW within thirty (30) months after original payment was made. Additional payment cannot be requested any sooner than six (6) months after request is made. This section is not applicable to subrogation claims.

5. MUTUAL OBLIGATIONS

5.1 Independent Contractors. CHPW and Contractor are independent entities. No provision of this Agreement is intended to create, nor shall be construed to create, any relationship other than that of independent entities contracting with each other solely for the purpose of effecting this Agreement. Neither party nor any of its respective employees and subcontractors shall be construed to be the principal, agent, employee, or representative of the other party.

5.2 Representatives. Each party shall designate a representative who is responsible for coordination and communication between Contractor and CHPW in performance of this Agreement, including review of the *Provider Manual* and subsequent updates. Each party's representative and their respective contact information are set forth in Exhibit E, attached hereto and incorporated herein. Each party shall promptly notify the other in writing pursuant to Section 7.6 of any changes to the party's designated representative or their contact information.

5.3 Compliance.

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

5.3.1.1 Applicable Medicare laws, regulations, and CMS Instructions;
5.3.1.2 Title VI of the Civil rights Act of 1964 implemented by regulations at 45 CFR 84;
5.3.1.3 The Age Discrimination Act of 1975, implemented by regulations at 45 CFR 91;
5.3.1.4 The Rehabilitation Act of 1973;
5.3.1.5 The Americans with Disabilities Act;
5.3.1.6 The False Claims Act (32 U.S.C. §3729 et seq.);
5.3.1.7 The Anti-kickback Statute (Section 1128B(b) of the Social Security Act);
5.3.1.8 Other laws applicable to recipients of federal funds;
5.3.1.9 Applicable federal and state laws that pertain to enrollee rights; and

5.3.1.10 As applicable, additional provisions included in a Benefit Plan Exhibit in Exhibit B, including but not limited to Medicaid Additional Provisions set forth in Exhibit B-1-B, attached hereto and incorporated herein, and Medicare Advantage Additional Provisions set forth in Exhibit B-2-B, attached hereto and incorporated herein.

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

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

5.4 Confidentiality and Privacy.

5.4.1 All information provided by a party in the process of negotiation or performance of this Agreement, identified by a party as confidential or proprietary, including reimbursement rates, fee schedules, and Member and CHPW group information, is confidential and shall not be disclosed to any third person or entity in any format without the express prior written consent of providing party. This provision shall not preclude duly authorized and appropriate access to records in order to allow billing and quality assurance review with respect to Covered Services delivered under this Agreement. Upon termination of this Agreement, any information identified by either party as confidential or proprietary shall be returned or otherwise disposed of as mutually agreed to by the parties. This section shall survive termination of the Agreement.

5.4.2 Each party is a covered entity and in performing this Agreement, each party may have access to and receive from the other party Protected Health Information ("PHI") as those terms are defined under HIPAA, and Chapter 70.02 RCW, the Uniform Health Care Information Act.

5.4.2.1 Each party shall maintain the confidentiality of PHI and shall not use or disclose Member PHI except as necessary to carry out the terms and conditions of this Agreement or as permitted or required by federal or state law or regulations.

5.4.2.2 Each party shall implement a documented health information system and a privacy security program that includes administrative, technical and physical safe guards designed to prevent the accidental or unauthorized use or disclosure of Member PHI and medical records. The information system and the privacy and security program shall, at a minimum, comply with applicable HIPAA regulations regarding the privacy and security of PHI, including but not limited to 42 CFR § 438.242; 45 CFR § 164.306(a); and 45 CFR § 162.200 as well as the HIPAA privacy provisions in Title 13 of the American Recovery and Reinvestment Act of 2009 ("ARRA") including the Health Information Technology for Economic and Clinical Health ("HITECH") Act.

5.4.2.3 This Section 5.4 shall be interpreted as broadly as necessary to implement and comply with applicable current and future HIPAA requirements, and resolve any ambiguity in favor of a meaning that complies and is consistent with HIPAA requirements.

5.4.3 Each party shall comply with 42 CFR Part 2, as applicable. If Contractor is a "Part 2 program" as defined under 42 CFR §2.11, Contractor shall obtain signed written consent, which complies with the requirements of 42 CFR Part 2, from each Member prior to disclosing the Member's Patient Identifying Information to CHPW. For the purposes of this section "Patient Identifying Information" shall have the same meaning as under 42 CFR §2.11. Such consent shall explicitly name CHPW as an authorized recipient of the Member's Patient Identifying Information. Contractor shall maintain copies of each Member's consent form in accordance with Section 5.5. CHPW reserves the right to audit Contractor's records to ensure compliance with this Section.

5.4.4 This Section 5.4 shall survive termination of the Agreement.

5.5 Record Retention, Access and Audits.

5.5.1 Each party shall cooperate and assist in providing access to records reasonably required or permitted for inspection, evaluation and audit as set forth herein.

5.5.2 Consistent with industry standards and applicable state and federal law and regulations, including OIC regulations, each party or its authorized representative(s) may, during normal business hours and upon giving reasonable notice to the other party, audit, examine and inspect (to the extent necessary to perform the audit) the other party's books and records, including medical and financial records and electronically stored data, related to this Agreement, transactions between CHPW and Contractor hereunder, and to surveys and audits for accreditation and compliance.

5.5.3 Each party shall retain and protect all applicable books and records for at least ten (10) years after termination of this Agreement. Each party acknowledges that certain government agencies, including the Secretary of the Department of Health and Human Services (HHS) and the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, have the right to inspect and audit each party's books and records for ten (10) years beyond the termination of this Agreement, or until the completion of any governmental audit that pertains to such books and records, whichever is later, unless: (i) HHS determines there is special need to retain a particular record or group of records for a longer period and notifies the party at least thirty (30) days before the normal disposition date; (ii) there has been a termination, dispute, or allegation of fraud or similar fault by either party, in which case the retention may be extended to six (6) years from the date of any resulting final resolution of the termination, dispute, fraud, or similar fault; or (iii) HHS determines that there is a reasonable possibility of fraud or similar fault, in which HHS may inspect, evaluate, and audit either party at any time. Without limiting the foregoing, following the commencement of any audit by a government agency, the party subject to the audit shall retain its relevant books and records until completion of said audit. This Section shall survive termination of this Agreement for the period of time required by state and federal law. Contractor shall provide copies of all such records to the auditing agency at Contractor's cost.

5.5.4 Pursuant to 42 CFR 422.504(e)(2), CMS may access Contractor's records (including medical records) that are to be used for risk-adjustment data validation (RADV) purposes to determine amounts payable under a Medicare Advantage contract.

5.6 Marketing.

5.6.1 CHPW may use Contractor's name for publication in its directory of clinics and providers, and to otherwise carry out the terms of this Agreement. At its discretion, Contractor shall display CHPW-approved signs and material related to provision of services, participate in CHPW-approved marketing programs for its products and perform other marketing duties CHPW may request.

5.6.2 Contractor shall obtain prior written approval for any publication or distribution of promotional materials using the CHPW name or logo. Unless such material requires review and approval by HCA or CMS, CHPW shall decide whether to approve the materials within fifteen (15) working days of the submission of the material to CHPW.

5.6.3 Contractor shall not engage in direct and/or indirect door-to-door, telephonic, or other cold-call marketing of enrollment with Members or potential Members. Member information and marketing materials must be developed at the 6th grade reading level and require prior written approval of CHPW.

5.7 Dispute Resolution.

5.7.1 If a dispute between CHPW and Contractor arises with regard to performance or interpretation of any of the terms of this Agreement, the parties shall first meet informally in good faith to attempt to resolve the dispute. The complaining party shall send written notice to the other party expressly referencing the provisions of this Section 5.7 and the nature of the dispute. The parties shall meet and in good faith work to resolve the dispute.

5.7.2 If a dispute is not resolved informally within thirty (30) days of receipt of the notice described in Section 5.7.1, either party may send written notice to the other requesting formal consideration of the disputed matter and describing its position on the disputed matter. The party receiving such request shall review the matter and send a written response, describing its position on the matter and the basis for its position, to the requesting party within thirty (30) days of receipt of the request for formal consideration. Where the party receiving the request for formal consideration fails to respond within thirty (30) days of receipt, the requesting party may proceed as if the request has been rejected.

5.7.3 Where a request for informal or formal resolution fails to result in resolution of a dispute, the parties may agree to non-binding mediation, conducted under the mediation rules of the American Health Lawyers Association, or another mutually agreed organization. The mediator's fees shall be born in equal shares by the parties. All other related costs incurred shall be the sole responsibility of the party incurring the cost.

5.7.4 If the parties cannot resolve the matter through non-binding mediation either party may initiate an action in any Superior Court of competent jurisdiction in King County, Washington.

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

5.9 Indemnification.

5.9.1 Each party agrees to indemnify and hold harmless (and at such party's request, defend) the other party, its directors, officers, employees and agents from any third party claims, judgments, damages, costs, suits, losses, or liabilities (including reasonable attorney's fees) arising solely and exclusively out of the negligence, wrongful act or omission, or breach of this Agreement by such indemnifying party, or any of its respective officers, directors, agents or employees.

5.9.2 CHPW shall not be liable to Members for any act of malpractice on the part of Contracted Participating Providers. Contractor shall indemnify, defend, and hold harmless CHPW from any such liability. The indemnity in the immediately preceding sentence shall not apply to any alleged act of independent liability on the part of CHPW, or any of its employees or agents.

6. TERM OF AGREEMENT AND TERMINATION

6.1 Term. This Agreement shall take effect on the date specified on page one as the Effective Date, and shall remain in force for an initial term of twelve (12) months from the effective date. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless written notice of intent not to renew is given at least one hundred twenty (120) days prior to the expiration date of any such annual term, or unless otherwise terminated as provided hereunder.

6.2 Termination upon Breach. Either party may terminate this Agreement if (i) it believes the other party has committed a material breach of the Agreement, (ii) it gives the breaching party written notice describing the breach and (iii) such breach is not corrected, or a corrective action plan approved by both parties is not in place, within thirty (30) days following the written notice. Further, this Agreement may be terminated immediately if a party or any of its Directors, Officers, Owners or employees is excluded from participation in a state or federally sponsored health program, is convicted of a crime, has its license or certification revoked, or fails to accurately complete or timely return the Disclosure of or Change in Ownership and Control Interest Form.

6.3 Termination without Cause. Either party may terminate this Agreement without cause upon at least one hundred twenty (120) days' advance written notice to the other party given pursuant to Section 7.6 below.

6.4 Continuing Responsibilities upon Termination. Neither party shall be released from obligations hereunder prior to the effective termination date of the Agreement. Contractor shall cooperate with and assist CHPW in working with affected Members to develop a reasonable transition plan.

6.5 Member Notification. Whether the termination was for cause or without cause, CHPW will make a good faith effort to ensure that written notice of termination is provided at least thirty (30) days prior to the effective date of the termination, or immediately for a termination for cause that results in less than thirty (30) days' notice, to all Members who are patients seen on a regular basis by a specialist, by a provider for whom the Member has a standing referral, or by a primary care provider.

7. MISCELLANEOUS

7.1 Assignment. Contractor may not assign its duties, rights, or obligations under this Agreement without prior written approval of CHPW, which shall not be unreasonably withheld, and, in regard to state sponsored Benefit Plans, the approval of HCA.

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

7.3 Washington State Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington irrespective of choice-of-law principles, except to the extent pre-empted by federal law. Venue for any action or proceeding related to this Agreement shall be in King County, Washington.

7.4 Amendments.

7.4.1 This Agreement may be amended by the written agreement of both parties.

7.4.2 CHPW may amend this Agreement on sixty (60) days written notice to Contractor. Contractor's failure to object in writing within sixty (60) days of receipt of such amendment shall constitute Contractor's acceptance thereof. If Contractor gives timely notice that it objects to such amendment, it may terminate the Agreement without penalty pursuant to Section 6.3 and such amendment shall not go into effect as to Contractor.

7.4.3 CHPW may immediately amend this Agreement by written notice as necessary to maintain consistency and/or compliance with any state or federal law, policy, directive or state and federal sponsored Benefit Plan.

7.5 Third-Party Beneficiaries. Notwithstanding that benefits arising from this Agreement may inure to a Member or other third party, the parties hereto intend that no third-party shall be a Third-Party Beneficiary of the obligations assumed by either party to this Agreement and no such person shall have the right to enforce any such obligation.

7.6 Notice.

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

7.6.2 Notice of termination shall be in writing and deemed to have been delivered to a party upon deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid and signature receipt required; or deposit with the United States Postal Service, postage prepaid and certified mail or return receipt requested, and in any case addressed to the person set forth below, or to another address that the party provides by notice to the other party.

Community Health Plan of Washington	**Jefferson County DBA** **Jefferson County Public Health**
ATTN: Director, Network Management & Strategy 1111 Third Avenue, Suite 400 Seattle, WA 98101-3292 FAX: (206) 613-5018 Email: Cathy.Neiman@CHPW.org	ATTN: Glenn Gilbert 615 Sheridan Street Port Townsend, WA 98368 FAX: Email: ggilbert@co.jefferson.wa.us

7.7 Force Majeure. Neither party shall be considered to be in breach of this Agreement if its failure to comply is occasioned by an act of God, declared local or national emergency, public health crisis including without limitation a WHO- or CDC-designated pandemic, act of a governmental authority responding to an act of God or other declared emergency or public health crisis, or the result of a strike, lockout or other labor dispute.

7.8 Payment of Federal Funds.

7.8.1 Neither party shall make any specific payment, directly or indirectly, to a physician or physician group, or other health care provider, as an incentive to reduce or limit Medically Necessary Services furnished to a particular Member. Indirect payments may include offerings of monetary value (*e.g.* stock options, or waivers of debt) measured in the present or future.

7.8.2 Each party shall remain in good standing with applicable regulatory agencies and shall comply with applicable federal and state laws and regulations. Each party, in fulfilling its obligations hereunder, acknowledges that it is subject to certain laws that are applicable to individuals and entities receiving federal funds. Each party agrees to inform all related entities,

contractors, and subcontractors that payments that they receive are, in whole or in part, from federal funds.

7.9 Construction.

7.9.1 Entire Agreement. This Agreement, with exhibits attached hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all previous or contemporaneous agreements and understandings regarding such subject matter.

7.9.2 Construction and Applicability of Certain Laws and Regulations.

7.9.2.1 Nothing in this Agreement modifies any benefits, terms, or conditions contained in a Member's Benefit Plan. In the event of a conflict between this Agreement and the benefits, terms, and conditions of a Member's Benefit Plan, the benefits, terms or conditions contained in the Member's Benefit Plan shall govern.

7.9.2.2 In addition to the applicable terms of this Agreement, as to the state sponsored Benefits Plans offered by CHPW through its contracts with HCA, and listed in Exhibit B, the contract between the HCA and CHPW, as well as applicable laws and regulations, shall govern construction.

7.9.2.3 In addition to the applicable terms of this Agreement, as to Medicare Advantage Plans listed on Exhibit B, applicable laws and regulations as well as the CMS-CHPW Contract, CMS guidance and instructions shall govern construction.

7.9.2.4 In addition to the applicable terms of this Agreement, as to the Health Benefit Exchange Products listed on Exhibit B, applicable laws and regulations including those from the Washington Health Benefit Exchange, the Health Benefit Exchange Act including the 2012 regular session laws, chapter 87, Affordable Care Act Implementation and regulations adopted pursuant to RCW 43.71 and the OIC shall govern construction.

7.9.2.5 With regard to this Agreement in general, ambiguities shall be reasonably construed in accordance with all relevant circumstances and shall not be construed against either party, irrespective of which party is deemed to have authored the ambiguous provision. The captions and headings appearing herein are for reference only and will not be considered in construing this Agreement. As used herein, "including" means "including without limitation". If any provision hereof is held invalid or unenforceable, such provision will be amended to achieve as nearly as possible the same economic and operational effect as the original provision, and the remainder of this Agreement will remain in full force and effect. Waiver by either party of the breach of any provision hereof by the other party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching party. The rights of each party granted herein are in addition to any others that a party may be entitled to by law, shall be construed as cumulative, and no such right is exclusive of any others or of any right or priority allowed by law. Whether specifically identified or not, obligations of the parties hereunder, that, by their nature or content would continue beyond the expiration or termination of this Agreement, shall survive such expiration or termination, and the statute of limitations shall not begin to run until the time such obligations have been fulfilled. This Agreement may be executed in any number of

counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

// signature page follows //

The undersigned have executed this Agreement as of the date and year written below.

Community Health Plan of Washington

1111 Third Avenue, Suite 400
Seattle, WA 98101-3292
Phone: (206) 521-8833

Jefferson County DBA
Jefferson County Public Health
615 Sheridan Street
Port Townsend, WA 98368
Phone: (360) 385-9400

Sign: _____

Name: Stacy Kessel

Title: Chief Finance and Strategy Officer

Date: _____

Sign: _____

Name: Greg Brotherton

Title: Chair, Board of County Commissioners

Date: _____

ATTEST:

_____
Carolyn Gallaway, Date
Clerk of the Board

APPROVED AS TO FORM ONLY:

P.C. Hunsucker May 12, 2023
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

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EXHIBIT A
CONTRACT LOCATIONS AND PARTICIPATING PROVIDERS

GROUP CONTRACT INFORMATION			
Group Legal Name	Jefferson County		
Group DBA Name	Jefferson County Public Health		
Group TIN/(EIN)	916001322	**Group NPI**	1841225208

1. Please complete the following Location Roster for all locations to be covered under this Agreement:

LOCATION to be LINKED to CONTRACT						
Location A	**Location Name**	Jefferson County Public Health				
	Street Address 1	615 Sheridan Street				
	Street Address 2					
	City	Port Townsend	**State**	WA	**Zip**	98368
	Office Phone	360-385-9400	**Office Fax**			
	TIN: Same as above?	Same				
	NPI: Same as above?	Same				

LOCATION to be LINKED to CONTRACT						
Location B	**Location Name**					
	Street Address 1					
	Street Address 2					
	City		**State**		**Zip**	
	Office Phone		**Office Fax**			
	TIN: Same as above?					
	NPI: Same as above?					

LOCATION to be LINKED to CONTRACT						
Location C	**Location Name**					
	Street Address 1					
	Street Address 2					
	City		**State**		**Zip**	
	Office Phone		**Office Fax**			
	TIN: Same as above?					
	NPI: Same as above?					

2. Please complete the following Provider Roster as requested below for all Contracted Participating Providers at each Contractor Location.

INDIVIDUAL PROVIDERS to be LINKED to CONTRACT								
Provider Name (First Last)		**Accreditation**	**NPI**	**A**	**B**	**C**	**Active w/CHPW**	**Cred App**
1	Locke, Thomas		1750342770				*Yes*	
2	Berry, Allison		1982973400				In process	
3	O'Brien, Susan		1487712188				Yes	
4	Bower, Melinda		1275976490				In process	
5								
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7								
8								
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3. Whenever there are changes to any of the information on this Exhibit A, Contractor may submit changes online via webforms as hyperlinked below, to have information accurately updated across all CHPW systems and applications – as well as our Provider Directory:

   a. Clinic & Group Changes Form

   b. Individual Provider Add, Change & Term Form

EXHIBIT B
BENEFIT PLANS

Benefit Plan Controls. Nothing in this Exhibit B, or the Agreement, will have the effect of modifying any benefit, term, or condition of a Benefit Plan. In the event of a conflict between the Agreement and a Benefit Plan, the benefits, terms, and condition of the Benefit Plan will govern with respect to Covered Services provided to Members enrolled in the Benefit Plan.

Amendments. Consistent with Section 7.4 of the Agreement, *Amendments*, CHPW may add Benefit Plans, or otherwise make changes to this Exhibit B (e.g. termination of a Benefit Plan), by notifying Facility in writing of such addition(s) or change(s), and Facility shall not unreasonably withhold its consent to participate in additional Benefit Plan(s) or accept such change(s). If Facility fails to object in writing within sixty days of its receipt of such notice, Facility will be deemed to have agreed to inclusion of the additional Benefit Plan(s). The following Benefit Plans are designated as either "Included" or "Not Included" for purposes of this Agreement.

CHPW Benefit Plans. The following are the Benefit Plans offered by Community Health Plan of Washington that may be subject to this Agreement. The following Benefit Plans are designated as either "Included" or "Not Included" for purposes of this Agreement, and any Benefit Plan that is "Included" is accompanied by one or more Plan Exhibits, as indicated, that will control with regard to services delivered to Members of that Benefit Plan.

1. **Medicaid Plans** — **Included**

Washington Apple Health Integrated Managed Care Plans
Includes Behavioral Health Services Only, where applicable

Network Name: CHPW AH Network

- ☒ Exhibit B-1-A – Medicaid Reimbursement Rates
- ☒ Exhibit B-1-B – Medicaid Required Provisions
- ☐ Exhibit B-1-C – Medicaid Value Based Payment Arrangement
- ☐ Exhibit B-1-D – Medicaid CHIP Managed Care Addendum for IHCP's

2. **Medicare Advantage (MA) Plans**

Medicare Advantage and Medicare Advantage Prescription Drug Plans offered by CHPW. — **Not Included**

Network Name: CHPW MA Network

Medicare Advantage (MA) Plans (Continued)

Medicare Advantage Special Needs Plans offered by CHPW. **Not Included**

Network Name: CHPW SNP Network

- ☐ Exhibit B-2-A – Medicare Advantage Reimbursement Rates
- ☐ Exhibit B-2-B – Medicare Advantage Required Provisions
- ☐ Exhibit B-2-C – Medicare Advantage Value Based Payment Arrangement

2. **CHPW Health Benefit Exchange Products**

"Cascade Care" Public Option Plans offered by CHPW. **Included**

Network Name: CHPW Cascade Care Affiliate Network

- ☒ Exhibit B-3-A – CHPW Health Benefit Exchange Reimbursement Rates
- ☐ Exhibit B-3-B – CHPW Health Benefit Exchange Required Provisions
- ☐ Exhibit B-3-C – CHPW Health Benefit Exchange Value Based Payment Arrangement
- ☐ Exhibit B-3-D – CHPW Health Benefit Exchange QHP Addendum for IHCP's

Third Party Benefit Plans. The following Benefit Plans are offered by third party plan sponsors that (i) have an obligation to administer and pay for Covered Services provided to a Member enrolled in the applicable Benefit Plan, and (ii) have entered or is subject to a written agreement with CHPW for provider network management services for the applicable Benefit Plan, and which may be subject to this Agreement. The following Benefit Plans are designated as either "Included" or "Not Included" for purposes of this Agreement, and any Benefit Plan that is "Included" is accompanied by one or more Plan Exhibits, as indicated, that will control with regard to services delivered to Members of that Benefit Plan.

For each Benefit Plan designated as "Included" below, Facility authorizes the applicable plan sponsor to offer Facility's services to individuals in accordance with the provisions of the "Included" Benefit Plan(s). Notwithstanding anything in the Agreement to the contrary, for Third Party Benefit Plans listed as "Included" below, Facility shall accept payment as outlined in the applicable Plan Exhibits.

3. **Third-Party Health Benefit Exchange Products**

Affiliated "Cascade Care" Public Option Plans **Included**

Public Option Plans offered by a CHPW affiliate, including Community Health Network of Washington.

Network Name: CHPW Cascade Care Affiliate Network

4. **Third Party Health Benefit Exchange Products** (Continued)

Non-Affiliated "Cascade Care" Public Option Plans **Included**

Public Option Plans offered by a third party who is not a CHPW affiliate.

Network Name: CHPW Cascade Care Non-Affiliate Network

- ☒ Exhibit B-4-A – Third Party Health Benefit Exchange Reimbursement Rates
- ☐ Exhibit B-4-B – Third Party Health Benefit Exchange Required Provisions
- ☐ Exhibit B-4-C – Third Party Health Benefit Exchange Value Based Payment Arrangement
- ☐ Exhibit B-4-D – Third Party Health Benefit Exchange QHP Addendum for IHCP's

Effective Date: _____
(CHPW TO COMPLETE)

EXHIBIT B-1-A
MEDICAID
REIMBURSEMENT RATES

1. **Rates.** Subject to the terms and conditions of the Agreement, reimbursement rates for Covered Services billed under Facility's tax ID number for the Apple Health program shall be the lesser of billed charges or the following and will be less any applicable Cost Sharing Amounts:

   Network Name: CHPW AH Network

   ☒ **100%** of HCA's Fee Schedule.

   ☐ The Rates set forth in Schedule(s) [A][B] for the Covered Services described therein.

   ☐ The Rates set forth in Schedule(s) [A][B] for the Covered Services described therein; for all other Covered Services:
   ___% of CHPW's [IMC Mental Health][IMC Substance Use Disorder] Fee Schedule.

   ☐ The Rates set forth in Schedule(s) [A][B] for the Covered Services described therein; for all other Covered Services:
   ___% of HCA's Fee Schedule.

2. **Payment.** All payments under this Agreement shall be made in accordance with the terms of this Agreement, the *Provider Manual* and the applicable billing instructions and policy guidelines published and periodically updated by applicable state and federal agencies as set forth in Section 4 of the Agreement.

Effective Date: _____
(CHPW TO COMPLETE)

EXHIBIT B-1-B
MEDICAID
REQUIRED PROVISIONS

Community Health Plan of Washington ("CHPW") has contracted with the Washington State Health Care Authority ("HCA") to arrange for the provision of fully integrated physical and behavioral health care services to Members under the Apple Health Medicaid Program. The Contract between CHPW and HCA (the "State Contract") requires that specific terms and conditions be incorporated into agreements between CHPW and its participating providers and subcontractors.

This Exhibit B-1-B ("this Exhibit") is intended to supplement the Agreement by setting forth the parties' rights and responsibilities related to the provision of Covered Services to Members as it pertains to the Apple Health Program. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Exhibit, this Exhibit shall govern as to the Apple Health Program.

Contractor agrees and understands that Covered Services shall be provided in accordance with the State Contract(s), Payor requirements, any applicable State handbooks or policy and procedure guides, and all applicable State and federal laws and regulations. To the extent Contractor is unclear about Contractor's duties and obligations, Contractor shall request clarification from CHPW.

Definitions. The following definitions apply to this Exhibit B-1-B:
Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Agreement or the State Contract. The definitions listed below will supersede any meanings contained elsewhere in the Agreement with regard to this Exhibit.
Apple Health Program: the Medicaid integrated managed care program known as Apple Health.

Behavioral Health Supplemental Transaction ("BHST"): non-encounter data submissions outlined in the HCA's Behavioral Health Supplemental Transaction Data Guide, which include supplemental data, including additional demographic and social determinant data, as well as service episode and outcome data necessary for federal Substance Abuse and Mental Services Administration (SAMHSA) block grant reporting and other state reporting needs.

HCA: the State of Washington Health Care Authority and its employees and authorized agents.

Medically Necessary: health care services that: (a) are reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent worsening of conditions in the Member that endanger life, or cause suffering or pain, or result in an illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction; and (b) are not more costly than any other equally effective or more conservative course of treatment available or suitable for the Member requesting the service. Such services shall include services related to the Member's ability to achieve age-appropriate growth and development.

Member: an individual enrolled in Apple Health and entitled to receive Covered Services pursuant to that Benefit Plan.

Physician's Orders for Life Sustaining Treatment ("POLST"): a set of guidelines and protocols for how emergency medical personnel shall respond when summoned to the site of an injury or illness for the treatment of a person who has signed a written directive or durable power of attorney requesting that he or she not receive futile emergency medical treatment, in accordance with RCW 43.70.480.

Primary Care Provider or PCP: a Participating Provider who has the responsibility for supervising, coordinating, and providing primary health care to Members, initiating referrals for specialist care, and maintaining the continuity of Member care. PCPs include, but are not limited to pediatricians, family practitioners, general practitioners, internists, naturopathic physicians, medical residents (under the supervision of a teaching physician), physician assistants (under the supervision of a physician), or advanced registered nurse practitioners (nurse practitioners), as designated by CHPW. The definition of PCP is inclusive of primary care physician as it is used in 42 C.F.R. § 438. All Federal requirements applicable to primary care physicians will also be applicable to PCPs as the term is used in this Exhibit.

State: the state of Washington.

State Contract(s): the applicable contract(s) between HCA and CHPW under which CHPW agrees to provide or arrange for services related to the Apple Health Program, including any exhibits, attachments, documents, or materials incorporated by reference.

Contractor Agreement Requirements. The parties agree to the following terms and conditions:

1. ***CHPW Remains Legally Responsible.*** Nothing herein shall be construed to delegate legal responsibility to HCA for any work performed under the Agreement, nor for oversight of any functions and/or responsibilities delegated to Contractor.

2. ***Compliance with Applicable Law.*** Contractor shall comply with all Applicable Law. For purposes of this Exhibit, Applicable Law shall specifically include those laws and regulations as set forth in the State Contract, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Mental Health Parity and Addiction Equity Act ("MHPAEA") and final rule, state laws and regulations regarding mental and behavioral health and substance use disorder services, the Federal Drug and Alcohol Confidentiality Laws in 42 C.F.R. Part 2, 42 U.S.C. §§ 1396a(a)(43) (early and periodic screening, diagnostic, and treatment services ("EPSDT")), 1396d(r) (definition of EPSDT), and 42 C.F.R. § 438.3(l) (choice of network provider).

3. ***Compliance with State Contract.*** Contractor shall comply with any term or condition of the State Contract that is applicable to the services to be performed under the Agreement, including but not limited to the Performance Improvement Project requirements of the State

Contract and the prohibition on direct and/or indirect door-to-door, telephonic, or other cold-call marketing.

4. ***Policies and Procedures***. Contractor shall comply with CHPW's policies and procedures, including, but not limited to, credentialing and recredentialing, utilization management, fraud and abuse, authorization of services, quality improvement activities and provider payment suspensions. Contractor shall comply with the Program Integrity requirements of the State Contract, as well as CHPW's program integrity policies and procedures. Without limiting the generality of the foregoing, Contractor shall comply with the Program Integrity requirements in Section 1902(a)(68) of the Social Security Act, 42 C.F.R. § 438.610, 42 C.F.R. § 455, 42 C.F.R. § 1000 through 1008, and Chapter 182-502A WAC. Further, Contractor shall be subject to ongoing analysis of utilization, claims, billing and/or encounter data to detect overpayment, which analysis shall include audits and investigations of Contractor. To the extent that Contractor is delegated authority for authorization of services, Contractor shall comply with all Utilization Management requirements described in the State Contract.

5. ***Debarment Certification***. Contractor represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or federal department or agency from participating in transactions. Contractor shall immediately notify CHPW in writing if, during the term of the Agreement, (a) Contractor becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded, or (b) Contractor or any of Contractor's employees are subject to disciplinary action against accreditation, certification, license and/or registration.

6. ***Records***. Contractor shall maintain all financial, billing, medical and other records pertinent to the Agreement, including but not limited to records related to services rendered, quality, appropriateness, and timeliness of service, any administrative, civil or criminal investigation or prosecution. All financial records shall follow generally accepted accounting principles. Other records shall be maintained as necessary to clearly reflect all actions taken by Contractor related to the Agreement.

All records and reports relating to the Agreement shall be retained by Contractor for a minimum of ten (10) years after final payment is made under the Agreement. However, when an inspection, audit, litigation, or other action involving records is initiated prior to the end of said period, records shall be maintained for a minimum of ten (10) years following resolution of such action.

7. ***Inspection***. Contractor shall fully cooperate with and permit State, including HCA, MFCU and state auditor, CMS, auditors from the federal Government Accountability Office, federal Office of the Inspector General, federal Office of Management and Budget, the Office of the Inspector General, the Comptroller General, and their designees, to access, inspect and audit any books, records, contracts, or documents of Contractor that pertain to any aspect of services and activities performed, including any computerized data stored by Contractor, and shall permit inspection of the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted, at any time whether such visit is announced or unannounced. Contractor shall make copies of records and shall deliver them to the requestor, without cost, within thirty (30) calendar days of request. The right for the parties named above to audit, access and inspect under this Section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. If the State, CMS or the federal Office of the

Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the federal Office of the Inspector General may inspect, evaluate, and audit the subcontractor at any time.

8. ***Interpreter Services***. Contractor shall provide interpreter services, free of charge, for all interactions with Members or potential Members, including but not limited to: (a) customer service, (b) all appointments with any provider for any Covered Service, (c) emergency services, and (d) all steps necessary to file grievances and appeals including requests for Independent Review of CHPW decisions.

9. ***Marketing Materials***. All information to be provided to Members, e.g. marketing materials, must be accurate, not misleading, comprehensible to its intended audience, designed to provide the greatest degree of understanding, and written at a sixth (6th) grade reading level, in addition to any other requirements imposed by CHPW based on the nature of the materials. Such materials must generally be approved by CHPW prior to use and must comply with the State Contract.

10. ***Coordination of Benefits***. Services and benefits available under the Agreement shall be secondary to any other medical coverage, except in accordance with Chapter 284-51 WAC, as applicable. CHPW shall not refuse or reduce services provided under the Agreement solely due to the existence of similar benefits under any other health care contract, except in accord with applicable coordination of benefits rules in WAC 284-51. CHPW shall provide prenatal care and preventive pediatric care and then seek reimbursement from third parties.

11. ***Subcontracting***. Contractor may not subcontract any services under the Apple Health Program without the prior written consent of CHPW. Any subcontract entered into by Contractor must be in writing consistent with 42 C.F.R. § 434.6, and all Contractor requirements contained in this Exhibit must be propagated downward into any other lower tiered subcontracts.

12. ***Reasonable Accommodations for Disabilities***. Contractor shall cooperate with CHPW to make reasonable accommodation for Members with disabilities, in accordance with the Americans with Disabilities Act, for all Covered Services and shall assure physical and communication barriers shall not inhibit Members with disabilities from obtaining Covered Services.

13. ***Surgical Health and Safety***. If Contractor is a hospital, ambulatory care surgery center, or office-based surgery site, Contractor shall endorse and adopt procedures for verifying the correct patient, the correct procedure and the correct surgical site that meet or exceed those set forth in the Universal Protocol™ development by the Joint Commission or other similar standards.

14. ***Practice Guidelines***. Contractor shall comply with applicable physical and behavioral health practice guidelines adopted by CHPW.

15. ***Supervision of Behavioral Health Care Providers***. If applicable under the behavioral health practice guidelines, Contractor will receive payment for the supervision of behavioral health providers whose license or certification restricts them to working under supervision, effective as of the first day of the term following August 2019.

16. ***Timely Access to Care***. Contractor shall offer access to care comparable to that offered to commercial enrollees or if Contractor serves only Medicaid enrollees, then comparable to Medicaid fee-for-service.

17. ***Hours of Operation***. Contractor's hours of operation for Members shall be no less than the hours of operation offered to any other of Contractor's patients.

18. ***Administrative Simplification***. Unless otherwise directed by CHPW, Contractor shall use and follow the most recent updated versions of: Current Procedural Terminology ("CPT"); International Classification of Diseases ("ICD"); Healthcare Common Procedure Coding System ("HCPCS"); CMS Relative Value Units ("RVUs"); CMS billing instructions and rules; The Diagnostic and Statistical Manual of Mental Disorders; NCPDP Telecommunication Standard D.O.; and Medi-Span® Master Drug Data or any other nationally recognized drug database with approval by HCA.

19. ***Claims Payment Standards***. Except as otherwise allowed under Applicable Law, or unless otherwise agreed by the Parties in writing on a claim-by-claim basis, CHPW shall meet the following minimum standards for timeliness of payment: ninety-five percent (95%) of Clean Claims shall be paid or denied within thirty (30) calendar days of receipt of the paper or electronic claim; ninety-five percent (95%) of all claims shall be paid or denied within sixty (60) calendar days of receipt of the paper or electronic claim; and ninety-nine percent (99%) of Clean Claims shall be paid or denied within ninety (90) calendar days of receipt.

20. ***Appointment Wait Time Standards***. As applicable, Contractor shall meet the following appointment wait time standards with respect to Members:

20.1 Transitional healthcare services by a PCP shall be available for clinical assessment and care planning within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a Substance Use Disorder treatment program.

20.2 Transitional healthcare services by a home care nurse, a home care Mental Health Professional or other Behavioral Health Professional shall be available within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health care, if ordered by the Member's PCP or as part of the discharge plan;

20.3 Preventive care office visits shall be available from the Member's PCP within thirty (30) calendar days; available

20.4 Routine care office visits shall be available from the Member's PCP within ten (10) calendar days, including behavioral health services from a behavioral health provider;

20.5 Urgent, symptomatic office visits shall be available from the Member's primary care, behavioral health or another provider within twenty-four (24) hours;

20.6 Emergency medical care shall be available twenty-four (24) hours per day, seven (7) days per week; and

20.7 Second opinion appointments specifically described in the State Contract must occur within thirty (30) calendar days of the request, unless the Member requests a postponement of the second opinion to a date later than thirty (30) calendar days.

CHPW shall monitor Contractor's compliance with this Section. In the event Contractor fails to comply with the applicable appointment wait time standards set forth in this Section, Contractor shall comply with CHPW's procedures for corrective action. Nothing in this Section prohibits Contractor from conducting assessments in alternate settings, such as the Member's home or within an institutional setting.

21. ***24/7 Availability***. To the extent applicable, Contractor shall make the following services available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days a year by a toll-free telephone number:

21.1 Medical and behavioral health advice for Members from licensed health care professionals;

21.2 Triage concerning the emergent, urgent or routine nature of medical and behavioral health conditions by licensed health care professionals; and

21.3 The toll-free line staff must be able to make a warm handoff to the regional crisis line.

22. ***Health Information Systems***. Contractor shall maintain a health information system that complies with the requirements of 42 C.F.R. § 438.242 and provides the information necessary to meet CHPW's obligations under the State Contract. Contractor shall:

22.1 Collect, analyze, integrate, and report data. The system must provide information on areas that include but are not limited to utilization, grievance and appeals, and terminations of enrollment for other than loss of Medicaid eligibility; and

22.2 Ensure data provided to CHPW is accurate and complete by: (a) Verifying the accuracy and timeliness of reported data; (b) Screening the data for completeness, logic, and consistency; and (c) Collecting service information on standardized formats to the extent feasible and appropriate.

23. ***Release of Necessary Information***. Contractor acknowledges and agrees to release to CHPW any information necessary to perform any of CHPW's obligations under the State Contract.

24. ***Encounter Data Reporting***. Contractor shall submit complete, accurate and timely encounter data to CHPW in accordance with current encounter submission guidelines published by HCA or as otherwise specified by CHPW. Contractor represents and warrants that it has the capacity to submit all data required by HCA to enable CHPW to meet the reporting requirements in the Encounter Data Reporting Guide published by HCA.

25. ***Behavioral Health Supplemental Transaction Reporting***. If Contractor is a behavioral health agency, Contractor shall submit complete, accurate and timely BHST data to CHPW or its

designee in accordance with the current guidelines published by HCA or as otherwise specified by CHPW. Contractor represents and warrants that is has the capacity to submit all data required by HCA to enable CHPW to meet the reporting requirements in the Behavioral Health Supplemental Transaction Data Guide published by HCA.

26. ***Clinical Data Repository.*** If Contractor utilizes a certified electronic health record system (EHR), Contractor is required to submit automated exports of standard CCD/CCDA, or subsequent ONC-specified standard healthcare transactions, from Contractor's EHR to HCA's Clinical Data Repository (CDR) via the State Health Information Exchange (HIE), as specified by HCA.

27. ***Credible Allegations of Fraud.*** Contractor shall refer credible allegations of fraud to HCA and the Medicaid Fraud Control Unit as described in Subsection 12.6 of the State Contract, or its successor.

28. ***Subrogation.*** Contractor agrees to subrogate to the State for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims Contractor has or may have against any entity or individual that directly or indirectly receives funds under the State 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. For the purposes of this Section, "subrogation" means the right of any State government entity or local law enforcement to stand in the place of Contractor in the collection against a third party.

29. ***Limitations on Referrals.*** Contractor referrals may be limited to Participating Providers except in the following circumstances: (a) Emergency services; (b) Services provided outside the Service Areas as necessary to provide Medically Necessary services; (c) When a Member has other primary comparable physical and/or behavioral health coverage, as necessary to coordinate benefits; and (d) Within the Service Areas, as defined in the Service Areas provisions of the Enrollment Section of the State Contract, Contractor shall cover Members for all physical and/or behavioral health necessary services.

30. ***High Categorical Risk Providers.*** Providers that are deemed to be "high categorical risk," including prospective (newly enrolling) home health agencies and prospective (newly enrolling) durable medical equipment, prosthetics, orthotics and supplies (DMEPOS) suppliers or such other categories of providers as defined under 42 C.F.R. § 424.518, shall be enrolled in and screened by Medicare, in addition to complying with CHPW's policies and procedures regarding credentialing and recredentialing. Such providers shall revalidate Medicare enrollment every three (3) years in compliance with 42 C.F.R. § 424.515. Notwithstanding the foregoing, Infant In-Home Phototherapy Providers that meet CHPW's certification requirements are not required to be enrolled in Medicare.

31. ***HCA Approval for Assignment.*** Contractor acknowledges and agrees that no assignment of the Agreement shall take effect without the prior written agreement of HCA.

32. ***Quality Improvement System***. Contractor shall maintain a quality improvement system tailored to the nature and type of Covered Services provided hereunder, which affords quality control for such services, including but not limited to the accessibility of Medically Necessary services, and which provides for a free exchange of information with CHPW to assist CHPW in complying with the requirements of the State Contract. Providers that are PCPs or specialty care providers shall comply with all quality improvement activities of the CHPW.

33. ***Records of Delegated Activities***. As applicable to services rendered under the Agreement, Contractor shall have a means to keep records necessary to adequately document services provided to Members for any and all delegated activities including quality improvement, utilization management, Member's rights and responsibilities, Health Homes, and credentialing and re-credentialing.

34. ***Payment in Full and Member Charges***. Contractor agrees to accept payment from CHPW as payment in full. Contractor shall not request payment from HCA or any Member for Covered Services provided under the Agreement, and shall comply with WAC 182-502-0160 requirements applicable to providers. Contractor shall report to CHPW any instance in which a Member is charged for services. Contractor shall repay to a Member any inappropriate charges paid by such Member, or shall reimburse CHPW to the extent CHPW repays such inappropriate charges to the Member.

35. ***HCA and Member Hold Harmless***. Contractor agrees to hold harmless HCA and its employees, and all Members in the event of non-payment by CHPW. Contractor further agrees to indemnify and hold harmless HCA and its employees against (a) all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of Contractor, its agents, officers, employees or contractors, and (b) any damages related to Contractor's unauthorized use or release of Personal Information or PHI of Members.

36. ***Termination Provision***. Either Party to this Exhibit may terminate this Exhibit upon ninety (90) days advance written notice to the other Party. Notwithstanding the foregoing, in the event that (a) Contractor is excluded from participation in the Medicaid program, CHPW may immediately terminate the Agreement or this Exhibit upon written notice to Contractor, and may immediately recover any payments for goods or services that benefit excluded individuals or entities; or (b) HCA or Medicare has taken any action to revoke Contractor's privileges for cause, and Contractor has exhausted all applicable appeal rights or the timeline for appeal has expired. "For cause" may include but is not limited to reasons related to fraud, integrity or quality.

37. ***Provider Appeal Rights***. If Contractor provides physician services, Contractor may exercise any appeal rights pursuant to Chapter 284-170 WAC to challenge CHPW's failure to cover a service.

38. ***CHPW Oversight and Corrective Action***. Contractor acknowledges and agrees that CHPW shall conduct ongoing monitoring and periodic formal review that is consistent with applicable industry standards and the regulations of the Washington State Office of the Insurance Commissioner, if any. Such formal review shall be completed no less than once every three (3) years or more often if specified, and will identify any deficiencies or areas of improvement and

provide for corrective action of any such deficiencies. Such review shall include an evaluation to ensure that services furnished by Contractor to individuals with special health care needs are appropriate to the Member's needs. Inadequate performance under the Agreement will be subject to the revocation of delegation or imposition of sanctions in accordance with the dispute resolution process detailed in the Agreement.

39. ***Member Self-Referral***. Contractor acknowledges that Members have a right to self-refer for:

39.1 Family planning services and supplies, and sexually-transmitted disease screening and treatment services provided at participating or non-Participating Providers, including but not limited to family planning agencies;

39.2 Immunizations, sexually-transmitted disease screening and follow-up, immunodeficiency virus (HIV) screening, tuberculosis screening and follow-up, and family planning services through and if provided by a local health department;

39.3 Immunizations, sexually transmitted disease screening, family planning and behavioral health services through and if provided by a school-based health center;

39.4 All services received by American Indian or Alaska Native Members under the Special Provisions for American Indians and Alaska Natives Subsection of the State Contract; and

39.5 Crisis Response Services, including crisis intervention; crisis respite; investigation and detention services; and, evaluation and treatment services. Self-referrals can also be made for assessment and intake for behavioral health services.

40. ***Delegated Administrative Services Agreement***. In the event that the Agreement delegates administrative functions to Contractor, the Parties agree that they shall enter into a delegated administrative services agreement that contains all provisions required pursuant to the State Contract.

41. ***Confidential Member Information***. Contractor shall keep information about Members, including their medical records, confidential in a manner consistent with Applicable Law.

42. ***Member Rights***. Contractor shall comply with any Applicable Law that pertain to Members' rights and shall protect and promote those rights when furnishing services to Members. Contractor shall guarantee each Member the rights set forth below. Each Member must be free to exercise these rights and the exercise of these rights must not adversely affect the way CHPW or Contractor treats the Member. These rights include:

42.1 To be treated with respect and with consideration for Member's dignity and privacy;

42.2 To receive information on available treatment options and alternatives, presented in a manner appropriate to the Member's ability to understand;

42.3 To participate in decisions regarding Member's health care, including the right to refuse treatment;

42.4 To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation;

42.5 To request and receive a copy of their medical records, and to request that they be amended or corrected in accordance with Applicable Law; and

42.6 To choose a behavioral Health Care Provider.

43. ***Background Checks***. Contractor shall require a criminal history background check through the Washington State Patrol for employees and volunteers of Contractor who may have unsupervised access to children, people with developmental disabilities, or vulnerable adults. Further, Contractor shall maintain related policies and procedures and personnel files consistent with requirements in Chapter 43.43 RCW, Chapters 388-877 WAC and Chapter 388-06A WAC.

44. ***Cultural Considerations***. If applicable, Contractor shall participate in and cooperate with CHPW's efforts to promote the delivery of services in a culturally competent manner to all Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

45. ***Member Self-Determination***. Contractor shall (a) obtain informed consent prior to treatment from all Members, or from persons authorized to consent on behalf of Members as described in RCW 7.70.065, (b) comply with the provisions of the Natural Death Act (Chapter 70.122 RCW) and Applicable Law and rules concerning advance directives and POLST (eg., WAC 182-501-0125 and 42 C.F.R. § 417.436), and (c) when appropriate, inform Members of their right to make anatomical gifts pursuant to Chapter 68.64 RCW.

46. ***Advance Directives and POLST***. Contractor shall ensure that whether a Member has executed an advance directive or POLST shall be indicated in a prominent part of such Member's medical records, and Contractor shall not provision care or otherwise discriminate against a Member based on whether the Member has executed an advance directive or POLST.

47. ***Mental Health Advance Directives***. Contractor shall comply with Chapter 71.32 RCW (Mental Health Advance Directives).

48. ***Behavioral Health Services***. If Contractor provides behavioral health services, Contractor must use GAIN-SS and assessment process that includes use of the quadrant placement. Failure to implement and maintain the Integrated Co-Occurring Disorder Screening and Assessment process will result in corrective action.

49. ***Behavioral Health Organization (BHO) Coordination***. Contractor shall coordinate with BHO providers in accordance with the State Contract and as required by CHPW.

50. ***Health Home Surety Bond***. If Contractor is a home health agency, Contractor represents and warrants that it is in compliance with the surety bond requirements of federal law (Section 4708(d) of the Balanced Budget Act of 1997 and 42 C.F.R. § 441.16).

51. ***Physician Incentive Plan***. If Contractor is at financial risk, as defined in the Substantial Financial Risk or Risk provisions in the State Contract, Contractor shall be subject to solvency requirements that provide assurance of Contractor's ability to meet its obligations. Such requirements shall be regularly monitored and enforced.

If Contractor makes payment to any physician under a Physician Incentive Plan, such plan shall meet all applicable requirements under the State Contract, including but not limited to disclosure requirements and stop-loss protection. No payment to Contractor, or by Contractor to a provider, under a Physician Incentive Plan shall, directly or indirectly, be an inducement to reduce or limit Medically Necessary Services provided to an individual Member.

52. ***Information on Ownership and Control.*** Failure to comply with the terms of this Section shall be deemed a material breach of the Agreement.

52.1 If Contractor is not an individual practitioner or a group of practitioners, Contractor shall disclose the following information to CHPW upon Agreement execution, upon request during the re-validation of enrollment process under 42 C.F.R. § 455.414, and within thirty-five (35) business days after any change in ownership of Contractor:

52.1.1 The name and address of any person (individual or corporation) with an ownership or control interest in Contractor;

52.1.2 If Contractor is a corporate entity, the primary business address, every business location, and P.O. Box address;

52.1.3 If Contractor has corporate ownership, the tax identification number of the corporate owner(s);

52.1.4 If Contractor is an individual, date of birth and Social Security Number;

52.1.5 If Contractor has a five percent (5%) ownership interest in any of its subcontractors, the tax identification number of the subcontractor(s);

52.1.6 Whether any person with an ownership or control interest in Contractor is related by marriage or blood as a spouse, parent, child, or sibling to any other person with an ownership or control interest in Contractor;

52.1.7 If Contractor 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 Contractor; and

52.1.8 Whether any person with an ownership or control interest in Contractor also has an ownership or control interest in any other Medicaid provider, in the State's fiscal provider or in any Managed Care entity.

52.2 Upon the request of CHPW or HCA, Contractor shall furnish to HCA, within thirty-five (35) calendar days of a request, full and complete business transaction information as follows:

52.2.1 The ownership of any subcontractor with whom Contractor has had business transactions totaling more than twenty-five thousand dollars ($25,000.00) during the previous twelve (12) month period ending on the date of the request; and

52.2.2 Any significant business transaction between Contractor and any wholly owned supplier or any subcontractor during the previous five (5) year period ending on the date of the request.

Contractor shall provide any further information needed or reasonably requested by CHPW for the purpose of satisfying CHPW's HCA reporting requirements under the State Contract, or for the purpose of verifying or screening for exclusion from federal or state health care programs, or for conviction of various criminal or civil offences, among the individuals or entities who have an ownership or control interest in, or who are a managing employee of, Contractor.

52.3 Upon request, Contractor shall furnish to the Washington Secretary of State, the Secretary of the US Department of Health and Human Services, the Inspector General of the US Department of Health and Human Services, the Washington State Auditor, the Comptroller of the Currency, and HCA a description of the transaction between Contractor and a party in interest (as defined in Section 1318(b) of the Public Health Service Act) within thirty-five (35) calendar days of the request, including the following transactions:

52.3.1 Any sale or exchange, or leasing of any property between Contractor and such a party;

52.3.2 Any furnishing for consideration of goods, services (including management services), or facilities between Contractor and such a party but not including salaries paid to employees for services provided in the normal course of their employment; and

52.3.3 Any lending of money or other extension of credit between Contractor and such a party.

53. ***Information on Persons Convicted of Crimes***. Contractor shall investigate and disclose to CHPW, at Agreement execution or renewal, and upon request by CHPW of the identified person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs and who is:

53.1 A person who has an ownership or control interest in Contractor;

53.2 An agent or person who has been delegated the authority to obligate or act on behalf of Contractor; and

53.3 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, Contractor.

54. ***Maternity Newborn Length of Stay; Sterilizations and Hysterectomies***. All hospital delivery maternity care provided under the Agreement shall be in accord with RCW 48.43.115.

All sterilizations and hysterectomies provided under the Agreement shall be in compliance with 42 C.F.R. § 441 Subpart F, and Contractor shall use a Consent for Sterilization form (HHS-687) or its equivalent in connection therewith. A hysterectomy requires the Hysterectomy Consent and Patient Information form (HCA 13-365).

55. ***Grievance and Appeals***. CHPW shall maintain a grievance and appeals system in accordance with the requirements of the State Contract, and CHPW shall provide the following information regarding CHPW's grievance and appeal system to Contractor:

55.1 The toll-free numbers to file oral grievances and appeals;

55.2 The availability of assistance in filing a grievance or appeal, including informing the Member about ombuds services and how to access those services;

55.3 The Member's right to request continuation of Medicaid benefits during an appeal or hearing and, if the CHPW's Adverse Benefit Determination is upheld, that the Member may be responsible to pay for the continued benefits;

55.4 The Member's right to file grievances and appeals and their requirements and timeframes for filing;

55.5 The Member's right to a hearing, how to obtain a hearing and representation rules at a hearing; and

55.6 Contractor may file a grievance or request an adjudicative proceeding on behalf of a Member in accordance with the State Contract.

EXHIBIT B-2-A
MEDICARE ADVANTAGE
REIMBURSEMENT RATES

1. **Rates.** Subject to the terms of the Agreement, reimbursement rates for Covered Services billed under Facility's tax ID number for the Medicare Advantage benefit plans listed below shall be the lesser of billed charges or the following and will be less any applicable Cost Sharing Amounts:

   A. CHPW Medicare Advantage and Medicare Advantage Prescription Drug Plans

   Network Name: CHPW MA Network

   N/A of Medicare Fee Schedule.

   B. CHPW Medicare Advantage Special Needs Plan

   Network Name: CHPW SNP Network

   N/A of Medicare Fee Schedule.

2. **Payment.** This Exhibit B-2-A reflects the CMS "Medicare Advantage" rates.[2] CHPW will adjust payments to Facility consistent with any adjustment that CMS applies to CHPW as a Medicare Advantage Organization. All payments under this Agreement shall be made in accordance with the terms of this Agreement, the *Provider Manual* and the applicable billing instructions and policy guidelines published and periodically updated by applicable state and federal agencies as set forth in Section 4 of the Agreement.

Effective Date: _____
(CHPW TO COMPLETE)

[1] Medicare Managed Care GME, IME, and Allied Health payments are paid through the Medicare cost reporting process, and are therefore excluded from these referred payment rates. In addition, Sole Community Hospitals (SCH) and Medicare Dependent Hospitals (MDH) receive a supplemental payment if their inflated and case mix adjusted base-year cost, referred to as their Hospital Specific Rate (HSR) exceed the Medicare Operating MSDRG and Outlier payments under traditional Medicare Part A fee for service. SCH and MDH special payment adjustments are excluded from these referred payment rates.

EXHIBIT B-3-A
CHPW HEALTH BENEFIT EXCHANGE
REIMBURSEMENT RATES

1. **Rates.** Subject to the terms of the Agreement, reimbursement rates for Covered Services billed under Facility's federal tax ID number for the Third-Party Benefit Plans listed below shall be the lesser of billed charges or the following, and will be less any applicable Cost Sharing Amounts.

   A. **CHPW-Affiliated "Cascade Care" Public Option Plans:**
   Network Name: CHPW Cascade Care Affiliate Network

   120% of HCA's Fee Schedule for all Covered Services described therein; and

   N/A of HCA's Fee Schedule for all Covered Services for which no Medicare fee exists

2. **Payment.** CHPW will adjust payments to Provider consistent with adjustments that CMS and/or HCA applies to their respective fee schedule(s).[3] All payments under this Agreement shall be made in accordance with the terms of this Agreement, the *Provider Manual* and the applicable billing instructions and policy guidelines published and periodically updated by applicable state and federal agencies as set forth in Section 4 of the Agreement.

Effective Date: _____
(CHPW TO COMPLETE)

[1] Medicare Managed Care GME, IME, and Allied Health payments are paid through the Medicare cost reporting process, and are therefore excluded from these referred payment rates. In addition, Sole Community Hospitals (SCH) and Medicare Dependent Hospitals (MDH) receive a supplemental payment if their inflated and case mix adjusted base-year cost, referred to as their Hospital Specific Rate (HSR) exceed the Medicare Operating MSDRG and Outlier payments under traditional Medicare Part A fee for service. SCH and MDH special payment adjustments are excluded from these referred payment rates.

EXHIBIT B-4-A
THIRD PARTY HEALTH BENEFIT EXCHANGE
REIMBURSEMENT RATES

1. **Rates.** Subject to the terms of the Agreement, reimbursement rates for Covered Services billed under Provider's federal tax ID number for the Third-Party Benefit Plans listed below shall be the lesser of billed charges or the following, and will be less any applicable Cost Sharing Amounts.

   A. CHPW Affiliated "Cascade Care" Public Option Plans:

   Network Name: CHPW Cascade Care Affiliate Network

   120% of HCA's Fee Schedule for all Covered Services described therein; and

   N/A of HCA's Fee Schedule for all Covered Services for which no Medicare fee exists.

   B. Non-Affiliated "Cascade Care" Public Option Plans:

   Network Name: CHPW Cascade Care Non-Affiliate Network

   120% of HCA's Fee Schedule for all Covered Services described therein; and

   N/A of HCA's Fee Schedule for all Covered Services for which no Medicare fee exists.

2. **Payment.**

   A. CHPW will adjust payments to Provider consistent with adjustments that CMS and/or HCA applies to their respective fee schedule(s).[1] CHPW will pay, or require the applicable third partyplan sponsor to pay, Provider for Covered Services rendered to Members in accordance with the terms of this Agreement, the *Provider Manual,* the applicableBenefit Plan, and billing instructions and policy guidelines published and periodically updated by applicable state and federal agencies.

   B. Provider shall seek and accept payment from CHPW, or the applicable plan sponsor,for Covered Services in accordance with the terms of this Agreement, the *ProviderManual*, the applicable Benefit Plan, and billing instructions and policy guidelinespublished and periodically updated by applicable state and federal agencies. Provider shall have the right to bill, charge, or collect a deposit directly from a Member for any applicable deductible, co-payment, or coinsurance, or for

any services that is not a Covered Service. In no event may Provider bill or collect from a Member any difference between Provider's charges and the amount described in this Exhibit B-4-A for Covered Services

Effective Date: _____
(CHPW TO COMPLETE)

[1] Medicare Managed Care GME, IME, and Allied Health payments are paid through the Medicare cost reporting process, and aretherefore excluded from these referred payment rates. In addition, Sole Community Hospitals (SCH) and Medicare Dependent Hospitals (MDH) receive a supplemental payment if their inflated and case mix adjusted base-year cost, referred to as their Hospital Specific Rate (HSR) exceed the Medicare Operating MSDRG and Outlier payments under traditional Medicare Part A fee for service. SCH and MDH special payment adjustments are excluded from these referred payment rates.

EXHIBIT D
ACKNOWLEDGEMENT OF REVIEW OF PROVIDER MANUAL

Contractor hereby acknowledges review of CHPW's *Provider Manual* and acknowledges that the *Provider Manual* was made available to Contractor for review prior to Contractor's decision to enter into this Agreement. The *Provider Manual* is available at CHPW's website at www.CHPW.org.

Date of Review: 5/15/2023

Initials of Contractor's Authorized Representative: AR

Effective Date: _____
(CHPW TO COMPLETE)

EXHIBIT E
CONTRACT REPRESENTATIVES AND CONTACT INFORMATION

Jefferson County DBA Jefferson County Public Health					
Contact Name	Glenn Gilbert				
Contact Title	Public Health Assistant				
Mailing Address 1	615 Sheridan Street				
Mailing Address 2					
City	Port Townsend	**State**	WA	**Zip**	98368
Phone	360-385-9421		**Fax**		
Email	ggilbert@co.jefferson.wa.us				

COMMUNITY HEALTH PLAN of WASHINGTON (CHPW)					
ATTN: Provider Contracting Department					
Mailing Address	1111 Third Avenue, Suite 400				
City	Seattle	**State**	WA	**Zip**	98101-3292
Email	Provider.Contracting@CHPW.org				

ATTN: Provider Relations Department					
Mailing Address	1111 Third Avenue, Suite 400				
City	Seattle	**State**	WA	**Zip**	98101-3292
Phone	(206) 521-8833		**Fax**	(206) 613 - 5018	
Email	Provider.Relations@CHPW.org				

ATTN: Contract Administrator					
Name	Rhonda Edminster				
Mailing Address	1111 Third Avenue, Suite 400				
City	Seattle	**State**	WA	**Zip**	98101-3292
Phone	(206) 515-7994		**Fax**	(206) 613 - 5018	
Email	Rhonda.Edminster@chpw.org				