

Exhibit B
Memorandum of Understanding:
Care Coordination Agency for North Sound Community HUB

Exhibit B details the responsibilities of the North Sound ACH (“ACH”) who will administer a project called the Community HUB (“HUB”) and _____ (“Participant”).

1. **Project.** The Participant, in collaboration with contracted entities with the ACH and its HUB, will provide care coordination to defined populations using the Pathways approach and the electronic platform selected by the ACH.
2. **Participant Responsibilities.** The Participant shall:
 - 2.1. Have its community health workers and care coordinators attend all HUB requested care coordination training sessions.
 - 2.2. Collaborate with the HUB and other CCAs on essential areas of work, including Consent and Release of Information agreements, signed by clients to authorize sharing of personal health information (PHI) with the HUB and its affiliates.
 - 2.3. Allow the HUB to review Participant’s consent documents and make modifications as necessary, for compliance with HUB requirements.
 - 2.4. Collaborate in development of the HUB Policy and Procedures manual, CCA budget template and pro forma.
 - 2.5. Maintain client data in compliance with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and all regulations promulgated thereunder (including (but not limited to) the HIPAA Privacy Rule and Security Rule) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and all regulations promulgated thereunder;
 - 2.6. Enter into a HIPAA Business Associate Agreement with the HUB, if the Participant is a “covered entity” as defined in HIPAA;
 - 2.7. Transmit to the HUB, within two business days, properly executed client consent authorization. Transmission of these consents must be in compliance with HIPAA/HITECH and HUB standards, some of which are, but not inclusively, within the HUB’s secure system, secure email, secure fax, and the HUB’s Direct Messaging system;
 - 2.8. Attend 80% of advisory board meetings during startup period;
 - 2.9. Work collaboratively with HUB advisory board members to identify community needs, review HUB initiatives, and support the HUB with community partners and in community settings;

- 2.10. Adhere to HUB requirements regarding supervision of care coordinators and community health workers in the Participant's charge;
- 2.11. Collaborate with other HUB contracted agencies and direct service providers to transform health and reduce risks faced within the communities served; and,
- 2.12. Perform quality improvement and quality assurance activities according to HUB guidelines and directions.

3. **ACH Responsibilities.** The ACH will:

- 3.1. Refer appropriate eligible clients to the Participant;
- 3.2. Develop referral network(s) with public and private clinical and community providers;
- 3.3. Maintain data processing, reporting, and invoicing as described in Section 4 below;
- 3.4. Provide or arrange for training for the Participant's community health workers and care coordinators in the Pathways approach and in the use of the HUB platform;
- 3.5. Support the Participant in performing quality improvement and quality assurance activities;
- 3.6. Maintain all client data in compliance with all applicable requirements of HIPAA, HITECH, and all regulations promulgated thereunder;
- 3.7. Communicate and report HUB initiative results and achievements to the HUB advisory board, contracted payers and the community;
- 3.8. Enter into a HIPAA Business Associate Agreement with the Participant if the Participant is a "covered entity" as defined in HIPAA; and,
- 3.9. Promptly communicate to the Participant any change in the HUB's Policies and Procedures Manual, or any other document or procedure governing the activities of the Participant.

4. **Payments.** The Participant will receive payment for a portion of the costs for Community Health Worker (CHW) and CHW Supervision, and for successful completion of deliverables, as set forth in Exhibit "C", (the "**CCA Payment Model**"). In the event of non-payment by an external Funder, both parties shall cooperate in seeking payment from that external Funder. This agreement can be amended if and when the HUB adds or alters agreements with external funders.

5. **Term and Termination.** The initial term of this Agreement is from January 1, 2019 through December 31, 2021. This agreement may be terminated prior to the end of the Initial Term, or any renewal term in the following circumstances.

- 5.1. Mutual agreement of both parties;

- 5.2. For “just cause” if the Participant commits a material breach of this agreement and fails to remedy that breach within 90 days. As used in this Section, the term “just cause” includes, but is not limited to:
 - 5.2.1. Failure to perform the care coordination services contracted for in accordance with the Pathways approach;
 - 5.2.2. Making false, fraudulent, or misleading entries in the HUB’s data system, or failing to correct errors or omissions in data entries within a reasonable time after they are discovered;
 - 5.2.3. Failure to adequately train or supervise care coordinators;
 - 5.2.4. Failure to comply with the HIPAA Privacy Rule and/or Security Rule, or the provisions of the Business Associate Agreement;
 - 5.2.5. Violation of the confidentiality covenants of Section 6 below;
 - 5.2.6. Failure or refusal to comply with the published policies, quality standards and lawful directions of the HUB; or,
 - 5.2.7. Any other material breach of this Agreement.
- 5.3. The HUB’s forbearance from exercising its right of termination under Section 5(a) shall not either operate as a waiver of any other remedy available to it for the actions of the Participant, including indemnification, or prohibit it from exercising the right to terminate in response to future actions of the Participant which would constitute just cause.
- 5.4. The Participant may terminate this Agreement upon written notice to the HUB, at least 90 days in advance, if the HUB commits a material breach of this Agreement and does not remedy the breach within a reasonable time after it is called to the HUB’s attention. The Participant’s forbearance from exercising its right of termination under this Section 5.4 shall not either operate as a waiver of any other remedy available to it or prohibit it from exercising the right to terminate in response to future actions of the HUB which would constitute a material breach.

6. **Confidentiality.** The parties each agree to hold all information concerning the other confidential in trust and agree that such confidential information shall be used exclusively for the provision of services under this Agreement.

- 6.1. Information shall not be deemed “confidential” for purposes of this Section if such information:
 - 6.1.1. is non-PHI client data entered into the HUB’s data system in the ordinary course of business;
 - 6.1.2. is or has become generally known or available to the general public other than by any act or omission of either party;

- 6.1.3. was rightfully known by the other prior to the time of first disclosure; or
- 6.1.4. is rightfully obtained without restriction from a third party who has the right to make such disclosure and without breach of any duty of confidentiality.
- 6.2. Upon termination of this Agreement, each party shall return all confidential information in its possession to the other.
- 6.3. The duties of confidentiality imposed by this Section 6 are in addition to any duty of confidentiality or nondisclosure imposed by HIPAA, HITECH, and other applicable laws. If there is any conflict between this Section and
 - 6.3.1. any applicable provision of HIPAA, HITECH, or other applicable laws;
 - 6.3.2. the regulations promulgated under HIPAA, HITECH, or any other applicable law;
 - 6.3.3. any business associate agreement required by HIPAA; or,
 - 6.3.4. any other applicable law or regulation,
 - 6.3.5. the statute, regulation, or contract which is most restrictive shall control.

7. **Compliance with law; licensure.** The Participant shall, at all times during the term of this Agreement, and at Participant's own expense, comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and permits required of its community health workers, community care coordinators or other employees for performance under this Agreement.

8. **Indemnification.**

- 8.1. The Participant shall indemnify, defend and hold harmless the HUB, its affiliates, and their respective officers, directors, shareholders, members, partners, employees, agents, successors and assigns from and against all demands, liability, causes of action, judgments, costs, claims, damages, suits, losses and expenses (including, but not limited to, reasonable attorneys' fees), arising out of, caused by or resulting from, the negligence, willful misconduct, misrepresentation, default or fraud of the Participant (or any of its employees or agents) or any breach of this Agreement by the Participant.
- 8.2. The HUB shall indemnify, defend and hold harmless the Participant, its affiliates, and their respective officers, directors, shareholders, members, partners, employees, agents, successors and assigns from and against all demands, liability, causes of action, judgments, costs, claims, damages, suits, losses and expenses (including, but not limited to, reasonable attorneys' fees), arising out of, caused by or resulting from, the negligence, willful misconduct, misrepresentation, default or fraud of the HUB (or any of its employees or agents) or any breach of this Agreement by the HUB.
- 8.3. If the Participant owes the HUB payment for services rendered under any other agreement between the HUB and the Participant, the HUB may, in its sole discretion, enforce that

obligation by deducting the amount owed to it by the Participant from any payment due to the Participant under Section 4 above.

9. **Notice.** Any notice required hereunder by either party shall be in writing. All notices and requests shall be deemed given when:
 - 9.1. Delivered in hard copy to the party being notified;
 - 9.2. Electronically transmitted during normal business hours to an electronic mail address or fax number used by the party being notified for business communications; or,
 - 9.3. Three business days after mailing by first class mail to an address used by the party being notified for business communications.
10. **Governing law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington without regard to conflict of law principles.