

**HEALTH HOME
CARE COORDINATION ORGANIZATION AGREEMENT (CCOA)
TRIBAL ADDENDUM**

[NAME OF TRIBE] (“Tribe”) holds a Health Home Care Coordination Organization agreement (“CCOA”) with the [NAME OF LEAD ORGANIZATION] (“Lead Organization”) through which Tribe will receive reimbursement for Health Home services provided to eligible Medicaid clients enrolled in the Tribe’s Health Home program.

1. Purpose

The purpose of this Addendum is to recognize special terms and conditions of federal law and regulations that apply to CCOAs with Tribes. To the extent that any provision of the CCOA is inconsistent with any provision of this Addendum, the provisions of this Addendum will control.

2. Definitions

For purposes of the CCOA and this Addendum, the following terms and definitions shall apply:

- (a) “Contract health service” has the meaning given in the Indian Health Care Improvement Act (IHCIA) Section 4(5), 25 U.S.C. §1603(5).
- (b) “Indian” has the meaning given in 25 C.F.R. §900.6.
- (c) “Indian Tribe” has the meaning given in the IHCIA Section 4(14), 25 U.S.C. §1603(14)
- (d) “Tribal Organization” has the meaning given in the IHCIA Section 4(26), 25 U.S.C. §1603(26).

3. Persons Eligible for Items and Services from Provider

- (a) The parties acknowledge that eligibility for Health Home services at the Tribe is determined by Tribal and federal law, including the IHCIA, 25 U.S.C. §1601, et seq. and/or 42 C.F.R. Part 136. Nothing in this agreement shall be construed in any way to change, reduce, expand, or alter the eligibility requirements for services for Medicaid eligible clients through the Tribe’s programs.
- (b) No term or condition of the CCOA or any addendum thereto shall be construed to require the Tribe to serve individuals who are ineligible under federal law for services from the Tribe. Lead Organization acknowledges

that pursuant to 45 C.F.R. §80.3(d), an individual shall not be deemed subjected to discrimination by reason of his/her exclusion from benefits limited by federal law to individuals eligible for services from the Tribe. The Tribe acknowledges that other nondiscrimination provisions of federal law may apply.

4. Hiring and Employment Practices

The Tribe may give preference in its hiring and employment practices to members of the Tribe or other Indian Tribes (including for purposes of this Section Tribes previously but not currently recognized by the federal government) or their descendants, who have met all requirements for that position, including applicable federal law and tribal law and policy.

5. Applicability of Other Federal Laws

Federal laws and regulations affecting the Tribe include, but are not limited to, the following:

- (a) Indian Self Determination and Education Assistance Act (ISDEAA), 25 U.S.C. § 450 et seq.;
- (b) Indian Health Care Improvement Act (IHCIA), 25 U.S.C. § 1601 et seq.; (including without limitation pursuant to the IHCIA Section 206(e)(3), 25 U.S.C. § 1621e(e)(3), regarding recovery from tortfeasors)
- (c) Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 2671-2680;
- (d) Federal Medical Care Recovery Act, 42 U.S.C. §§ 2651-2653;
- (e) Privacy Act, 5 U.S.C. § 552a, 45 C.F.R. Part 5b; and
- (f) Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 160 and 164.

6. Non-Taxable Entity

The Tribe is a non-taxable entity and shall not be required by the CCOA or this Addendum to collect or remit any federal, state, or local tax.

7. Insurance and Indemnification

The Tribe shall not be required to obtain or maintain professional liability insurance to the extent the Tribe's Health Home program is covered by the FTCA pursuant to federal law (Public Law 101-512, Title III, § 314, as amended by Public Law 103-138, Title III, § 308 (codified at 25 U.S.C. § 450f note); and 25 C.F.R. Part 900, Subpart M; 25 U.S.C. §458aaa-15(a); and 42 C.F.R. §137.220). Nothing in the CCOA shall be interpreted to authorize or obligate the Tribe or any employee of the Tribe to operate outside the scope of employment of such employee.

8. Licensure of Health Care Professionals

Section 221 of the IHClA, 25 U.S.C. § 1621t, exempts a health care professional employed by the Tribe from the licensing requirements of the state in which the Tribe performs services, provided the health care professional is licensed in any state. The parties recognize and agree that these federal laws apply to the health care professionals employed by the Tribe, who therefore shall not be required to hold a Washington state license in order for the Tribe to receive payments under the CCOA.

9. Dispute Resolution

In the event of any dispute arising under the CCOA, the parties agree to meet and confer in good faith to resolve any such disputes before resorting to any other process identified in the CCOA. Both parties will continue, without delay, to carry out their respective responsibilities under the CCOA that are not affected by the dispute.

If the parties are unable to resolve the dispute by meeting and conferring in good faith, either party may submit a request to the Health Care Authority for technical assistance.

10. Governing Law

The CCOA shall be governed and construed in accordance with federal law of the United States and, to the extent an issue is not addressed by federal law, in accordance with the laws of the State of Washington governing interpretation of contracts.

11. Medical Quality Assurance Requirements

Any medical quality assurance requirements imposed by the Lead Organization on its Medicaid providers shall be subject to Section 805 of the IHClA, 25 U.S.C. §1675 in their application to Provider.

12. Claims Format

The Lead Organization shall process claims from the Tribe in accordance with Section 206(h) of the IHClA, 25 U.S.C. § 1621e(h), which does not permit an issuer to deny a claim submitted by a Tribe based on the format in which the claim is submitted if the format used complies with that required for submission of such claims under Title XVIII of the Social Security Act or recognized under Section 1175 of such Act.

13. Payment of Claims.

The Lead Organization shall pay claims from the Tribe at the applicable Indian Health Service (IHS) rate for Health Home services, which is equal to the IHS

outpatient encounter rate published annually in the federal register, and in accordance with federal law, including Section 206 of the IHClA (25 U.S.C. §1621e), and 45 C.F.R., Part 156, Subpart E.

14. Sovereign Immunity

- (a) Except as specified in this Section, nothing in the CCOA or this Tribal Addendum shall constitute a waiver by the Tribe of federal or tribal sovereign immunity or otherwise diminish the Tribe's sovereign rights, privileges, and immunities.
- (b) The Tribe agrees to a limited waiver of its sovereign immunity for the sole purpose of allowing Lead Organization to pursue recovery of any possible overpayments made by Lead Organization to the Tribe.
- (c) For purposes of this Section, the term "overpayment" has the same meaning as defined in RCW 41.05A.010, as now existing or as later may be amended.
- (d) The Lead Organization will send written notification to the Tribe and to the Health Care Authority in the event that the Lead Organization identifies a potential overpayment from the Lead Organization to the Tribe. The notification will (i) supply all details of the potential overpayment; (ii) include documentation explaining why the Lead Organization concluded that an overpayment exists; (iii) explain the manner in which the Lead Organization proposes to recover the potential overpayment; and (iv) remind the Tribe of its right to invoke the dispute resolution provisions of Section 9 of this addendum if the Tribe disagrees with the Lead Organization's conclusions.

15. Ownership of Material

- (a) All materials of unique cultural significance shall be owned solely by the Tribe unless otherwise expressly agreed in the CCOA.
- (b) Materials created by the Tribe which the Tribe uses to perform the CCOA (including without limitation books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys tapes and/or training materials) shall be owned by the Tribe, regardless of whether the materials are paid for in whole or in part by the Lead Organization, except when specific materials have been expressly identified within the CCOA as belonging to the Lead Organization.
- (c) If the parties agree within the CCOA that certain materials will be owned by the Lead Organization, then the Tribe agrees that the materials so identified will either be deemed, to the extent applicable under 17 U.S.C.A. Section 101, "works made for hire," or the Tribe will assign the Lead Organization all rights, title, and interests in and to such materials.

16. Signature Block

The person signing this CCOA Tribal Addendum on behalf of the Tribe warrants that he/she has legal authority to bind the Tribe. The person signing this CCOA Tribal Addendum on behalf of the Lead Organization warrants that he/she has legal authority to bind the Lead Organization.

TRIBE LEGAL NAME	
SIGNATURE	DATE
FULL NAME (PRINTED)	TITLE

LEAD ORGANIZATION LEGAL NAME	
SIGNATURE	DATE
FULL NAME (PRINTED)	TITLE