

AMENDMENT TO IMPLEMENTATION PARTNER SPECIFIC AGREEMENT
Between
OLYMPIC COMMUNITY OF HEALTH
And

PARTNER: Kitsap Public Health District

This Amendment (“Amendment”) to the Implementation Partner Specific Agreement is entered into between Olympic Community of Health (“OCH”) and **PARTNER:** Kitsap Public Health District.

RECITALS

WHEREAS, the Parties entered into the Contract effective January 1, 2017; and

WHEREAS, the Parties have agreed to update the contract language to clarify contract terms for 2022;

WHEREAS, the Washington Health Care Authority extended the Medicaid Transformation Project by one year, January 1, 2022 through December 31, 2022.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Modification of Agreement Section 1. Change Plan.

Partner Change Plans concluded in 2021. Partner change plans are replaced with “Scope of Work”.

- a. **Scope of Work.** An overview of the Scope of Work for 2022 (“Year 6”) is provided via the 2022 Payment Model – Year 6, Attachment A. PARTNER is responsible for completing the following components:
 - Reporting: PARTNER will complete and submit a report to OCH twice in 2022. OCH will provide the template and instructions.
 - Value-based payment survey: PARTNER will complete and send proof of completion of the annual Health Care Authority Value-based payment survey.
 - In-house project: PARTNER will collaborate with OCH to complete a project proposal for an in-house project and will implement activities accordingly to complete the project by the end of 2022.
 - Group or community project: PARTNER will collaborate with OCH to complete a project proposal for a group or community project and will implement activities accordingly to complete the project by the end of 2022.
 - Regional workgroup: PARTNER will select one workgroup from a list of five. PARTNER will participate in at least 75% of meetings, will share (through required reporting) at least one activity or learning from the work of the collaborative to their organization or Tribe that benefits the Medicaid population, will actively contribute to the collaborative product of the group, and will engage in peer

sharing by making a presentation related to the workgroup progress to a group of peers or the OCH Board of Directors.

- Participate in site visits and phone calls with OCH to discuss progress, challenges, and needs.

- b. **Finalizing the details of the scope of work.** PARTNER agrees to participate in a meeting with OCH in early 2022 to finalize the details of the 2022 (“Year 6”) Scope of Work and PARTNER agrees to respond timely to OCH through the completion of this process.

II. Amendment of Agreement Section 3. Payment and Costs.

Basis for Payment to Partner. Compensation to the PARTNER for performance of this Agreement is from the State of Washington Health Care Authority’s (HCA) Delivery System Reform Incentive Payment (DSRIP) program, authorized by OCH. Payments of DSRIP funds are incentives based on performance, not payments or compensation for costs incurred. Payments are a portion of shared revenues earned by OCH for the collective performance of the region. Under this agreement, regional funds earned are distributed to partners based on the OCH Board of Directors approved funds flow model, the 2022 Payment Model – Year 6, Attachment A, and the 2022 Payment Model – 2020 Performance, Attachment B. Payment amounts are partially determined by the number of Medicaid lives served for primary care and Medicaid encounters for behavioral health.

- a. **Payments Contingent on Partner Compliance.** Payment of DSRIP Funds to PARTNER is contingent on PARTNER complying with the terms of this Agreement. PARTNER acknowledges in accordance with this section and this Agreement, that any such funds received may not cover all the costs or expenses related to PARTNER’s participation in the Medicaid Transformation Project.
- b. **Payment Process.** OCH will approve payments to be released from the Financial Executor Portal (Portal). The PARTNER must set up and manage an account on the Portal and sign a Standard Partnership Agreement (Attachment C) as required by Public Consulting Group, the organization which administers the Portal, to receive payment. OCH agrees to approve payments subject to the terms of this Agreement, through the Financial Executor Portal to PARTNER. Full payments are contingent on all deliverables being met in accordance with the 2022 Payment Model – Year 6 (Attachment A), and 2022 Payment Model – 2020 Performance (Attachment B).

Failure to complete deliverables to the satisfaction of OCH may result in delayed, reduced, or withheld payments.

OCH may, from time to time, authorize additional payments to partners outside of the Portal disbursement process. Such payments may be made by check sent to PARTNER.

- c. **Attestation of Organization Governance, Management and Financial Solvency.** By signing this Amendment, PARTNER attests that the organization is financially solvent, and has and will maintain sufficient governance structures, financial controls, and resources necessary to undertake the work required of this Agreement.

- d. **Attestation to Focus on Medicaid Beneficiaries.** Consistent with the intent of the Medicaid Transformation Project, by signing this Amendment, PARTNER attests that the organization will focus Scope of Work-related activities on the Medicaid population.

III. Amendment of Agreement Section 12. Partner and OCH Contract Managers.

PARTNER's Contract Manager will have primary responsibility and final authority for the services provided under this Contract and be the principal point of contact for all business matters, performance matters, and administrative activities. The OCH Contract Manager is responsible for monitoring the PARTNER'S performance and will be the contact person for all communications regarding Contract performance and deliverables.

To PARTNER at:
Organization: Kitsap Public Health District
Attn: Siri Kushner
Street Address: 345 6th Street, Suite 300
City, State Zip: Bremerton, WA 98337
Email: siri.kushner@kitsappublichealth.org

To OCH at:
Organization: Olympic Community of Health
Attn: Miranda Burger
Street Address: PO Box 641
City, State Zip: Port Townsend, WA 98368
Email: miranda@olympicch.org

Both parties agree to notify the other party of changes to the person(s) named in this section by written notice (email acceptable) within 30 days of such change.

IV. Amendment of Agreement Section 23. Notice.

Any notice required or permitted under this Agreement shall be sufficient if given in writing and sent by email or registered mail or personal delivery or overnight courier service (i.e., FedEx, UPS, etc.)

To PARTNER at:
Organization: Kitsap Public Health District
Attn: April Fisk
Street Address: 345 6th Street, Suite 300
City, State Zip: Bremerton, WA 98337
Email: april.fisk@kitsappublichealth.org

To OCH at:
Organization: Olympic Community of Health

Attn: Debra Swanson
Street Address: PO Box 641
City, State Zip: Port Townsend, WA 98368
Email: debra@olympicch.org

Both parties agree to notify the other party of changes to the person(s) named in this section within 30 days of such change.

V. Amendment of Agreement Section 24. Incorporation of Documents and Order of Precedence.

Each of the items or documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

1. This Agreement
2. 2022 Payment Model – Year 6 (Attachment A)
3. Payment Model – 2020 Performance (Attachment B)
3. FE Standard Partnership Agreement (Attachment C)

VI. Effective Date. This Amendment is effective as of January 1, 2022.

IN WITNESS WHEREOF, the Parties have subscribed their names hereto.

DATE: 2/2/2022

DocuSigned by:
Keith Grellner
012B11BE098E424...
PARTNER

DATE: 2/2/2022

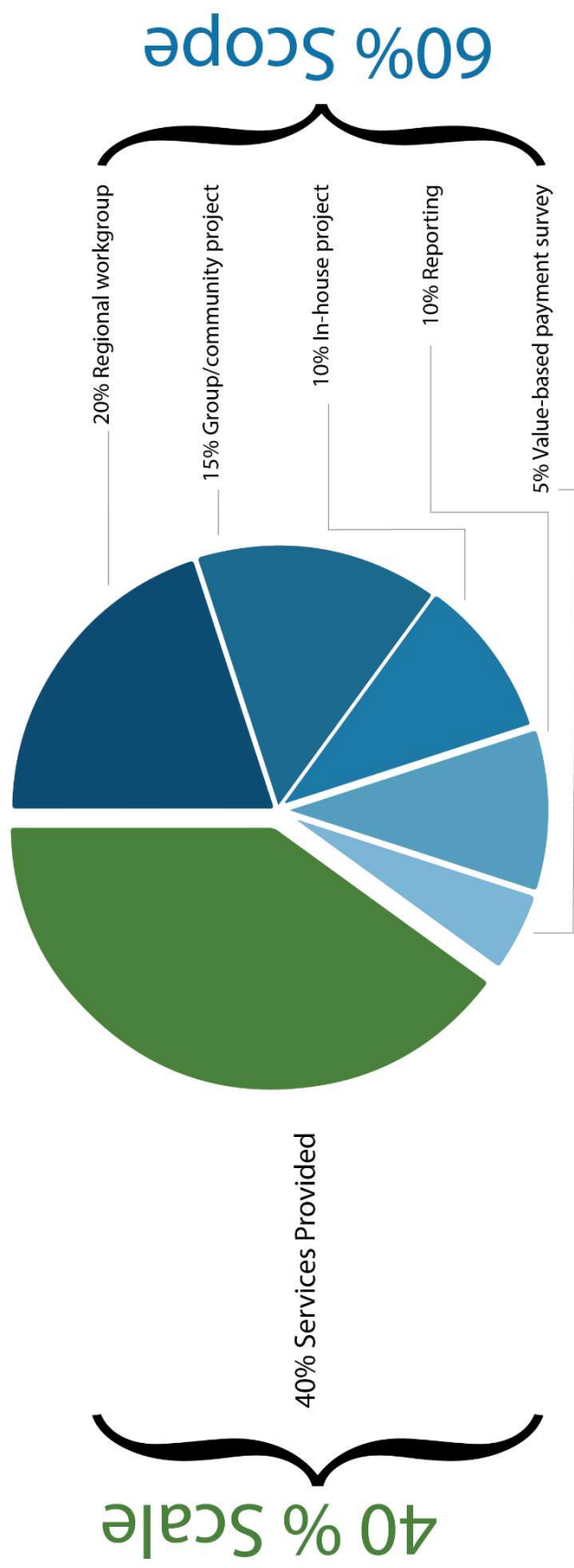
DocuSigned by:
Celeste Schoenthaler
4F4AF34D58C54AE
OCH Executive Director

2022 Payment Model – Year 6

Background: A one-year extension of the Medicaid Transformation Project (MTP) 1115 waiver has been approved. The original waiver was set to conclude in December 2021 with final incentive funds allocated in 2023. The Health Care Authority (HCA) requested a one-year extension from Centers for Medicare and Medicaid Services (CMS) because of delays in MTP work due to COVID-19. The one-year extension (otherwise referred to as year 6) will conclude in December 2022, with final incentive dollars coming in 2024.

So, what does this mean? Change plans ended in December 2021 as originally planned. Originally modeled MTP funds will be allocated under the separate 2022/2023 (non-year 6) payment model. The Olympic region will earn *additional* dollars for year 6. This payment model reflects how partners will earn these payments AND the full scope of work required of partners.

Guidelines to participate: Only available to established implementation partners. Must be able to complete all required elements.



NOTE: Percentages are absolute, 40% scale, 60% scope, and 100% total

Scale: 40% of 2022 (year 6) payments

40% of 2022 (year 6) payments will be based on the following scale criteria as self-reported by type of work plan.

- Primary Care = 2021 number of unduplicated Medicaid beneficiaries served
- Behavioral Health = 2021 number of unduplicated Medicaid encounters
- CBOSS = Carry forward scale calculations from 2021
- Hospital = Scale does not apply to payment calculation, although data are collected

NOTE: Partners who choose to participate in more than 1 work plan will report and earn separate payments for scale for each work plan.

Scope: 60% of 2022 (year 6) payments

Scope element (absolute %)	Description	Process & how to earn	Partners with more than 1 work plan (report and earn separate payments for scope for each work plan)
Partner reporting 10%	Complete all reporting elements that apply to work plan type.	OCH provides template twice per year (5% per reporting cycle)	Separate templates and submissions (earn full 10% per work plan).
HCA's value-based payment survey 5%	Complete HCA value-based payment survey. <i>NOTE: CBOSS partners not eligible to participate will automatically receive credit for this element.</i>	Partner completes HCA survey by HCA deadline and provides proof to OCH (screenshot, etc.)	Partner can only participate and earn credit <u>once</u> . OCH will apply credit towards partner's highest earning work plan.
In-house project (pick one) 10%	Option 1: Finish an outcome from 2021 change plan Option 2: Address SUD stigma Option 3: Address workforce	<ul style="list-style-type: none"> • OCH and partner collaborate to determine a project (2.5%) • Partner includes updates in reporting and discusses progress during site visits (7.5%) 	Partner completes <u>two</u> in-house projects OR one that is significantly robust enough to cover more than one service line.
Group/community project (pick one) 15%	Option 1: New or expanded community-clinical linkages project (may build on 2021 project) Option 2: New or expanded social determinants of health project (may build on 2021 project)	<ul style="list-style-type: none"> • OCH and partner collaborate to determine a project (5%) • Partner includes updates in reporting and discusses progress during site visits (10%) 	Partner completes <u>two</u> group/community projects OR one that is significantly



<p>Regional workgroup (pick one) * 20%</p>	<p>Option 3: New or expanded community-based care coordination project</p>	<p>robust enough to cover more than one service line. Partner participates in <u>two</u> regional workgroups.</p>
	<p>Option 1: Value-based purchasing (VBP) action group. Group will present to HCA leadership a summary of regional challenges and proposed solutions to ensure regional success with VBP.</p>	<ul style="list-style-type: none"> • Partner participates in at least 75% of meetings. • Partner shares in reporting 1 thing they've brought from the collaborative table back to their organization/Tribe that benefits the Medicaid population.
	<p>Option 2: Reduced substance misuse & abuse workgroup. Focus area workgroups (options 2-5) will complete an action plan with organizational, community, and regional priorities to advance the focus area including the specific target population and measures of success.</p>	<ul style="list-style-type: none"> • Partner actively contributes to the collaborative “product” of the group. • Engage in peer sharing by making a presentation related to workgroup progress to a group of peers or the OCH Board of Directors. <i>Can only earn full credit, no partial credit given.</i>
	<p>Option 3: Individual needs are met timely, easily, & compassionately workgroup</p>	
	<p>Option 4: Access to the full spectrum of care workgroup</p>	
<p>Option 5: Long-term, affordable, quality housing workgroup</p>		

*Partners interested in participating in more than one regional workgroup have two options: 1.) participate in an additional regional workgroup for no additional incentive dollars, or, 2.) participate in an additional regional workgroup in lieu of an in-house or group/community project. Under option 2, partners can earn credit for the swapped-out project (e.g. if partner chooses two regional workgroups and one in-house project, the second regional project will be worth 15% of the payment model).

NOTE: Site visits are not an element of the 2022 payment model and are a required component of contract monitoring.

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2022 & 2023 Payment Model (NOT Year 6)

Background: The original Medicaid Transformation Project (MTP) 1115 waiver work concluded in December 2021 with final incentive funds allocated in 2023. While the work of MTP and partner change plans ended in December 2021, partners* will earn incentives in 2022 and 2023. This payment model reflects how partners will earn these payments. 2022 and 2023 incentives are only available to established implementation partners.

**Hospitals do not earn incentives in 2022 & 2023 per the funds flow model approved by the OCH Board of Directors.*





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Scale: 40% of 2022 & 2023 (NOI year 6) payments

40% of 2022 & 2023 (NOI year 6) payments will be based on the following scale criteria as self-reported by type of 2021 change plan(s).

- Primary Care = 2021 number of unduplicated Medicaid beneficiaries served
- Behavioral Health = 2021 number of unduplicated Medicaid encounters
- CBOSS = Carry forward scale calculations from 2021

NOTE: Partners who participated in more than 1 2021 change plan will report and earn separate payments for scale for each change plan.

Scope: 60% of 2022 & 2023 (NOI year 6) payments

The following methodology for 2022 & 2023 will be applied:

- As planned, partners submitted a final change plan report in December 2021, including an update on change plan status.
- A score has been awarded based on the number of outcomes reported at fully implemented or scaling and sustaining in December 2021.
- This score will be used to calculate scope for 2022 & 2023 payments.

Percent of outcomes at fully implemented or scaling and sustaining (December 2021)	Score	Percent of available dollars applied to the scope element for 2022 and 2023	Notes
75-100%	4	100%	Unearned dollars will be allocated to other partners in the same pool per the OCH Board approved funds flow model. (Note: hospitals are not included in the 2022 and 2023 funds flow model, so this only applies to those with a physical health, behavioral health, or CBOSS change plan)
50-74%	3	75%	
25-49%	2	25%	
0-24%	1	0%	

Master Services Agreement

On January 9, 2017, the Centers for Medicare & Medicaid Services (CMS) approved Washington State's request for a section 1115(a) Medicaid demonstration entitled Medicaid Transformation Demonstration (hereinafter "Demonstration"). Part of this Demonstration is a Delivery System Reform Incentive Payment (DSRIP) program, through which the State will make performance-based funding available to regionally-based Accountable Communities of Health (ACH) and their partnering providers. Attachment C to the Special Terms and Conditions (STCs) of the Demonstration contains a DSRIP Planning Protocol.

In order to assure consistent management of an accounting for the distribution of DSRIP funds across ACHs, the Health Care Authority (HCA) has selected a Financial Executor who is responsible for administering the funding distribution plan for the DSRIP program.

This STANDARD PARTNERSHIP AGREEMENT (SPA) sets forth the basic agreement between an ACH and a partnering provider Participant. In addition, each ACH and Participant may enter into a PROJECT-SPECIFIC AGREEMENT (PSA) that sets forth each party's responsibilities with respect to a specific DSRIP project submitted for approval to the HCA as well the funding, project milestones, performance metrics, and payment schedules for that project.

Article I. **Basic Roles and Responsibilities**

Section 1.01 *Roles and Responsibilities of ACH.* The ACH will have the following roles and responsibilities, in accordance with and subject to the Demonstration, this Agreement, the PSAs, and applicable law:

- (a) Establishing and maintaining a governance and organizational structure that complies with the terms of the Demonstration and the DSRIP Planning Protocol;
- (b) Developing and submitting a Project Plan for the approval of the Health Care Authority (HCA) that meets the requirements of the DSRIP Planning Protocol;
- (c) Preparing, filing and certifying progress milestones, performance metrics, and such other reports to HCA as are required under the Project Plan and the DSRIP Planning Protocol; and
- (d) Keeping partnering providers, including Participant, informed of all DSRIP related communications received by the ACH from the State and facilitating communication among the Partners regarding DSRIP matters.

Section 1.02 *Roles and Responsibilities of Participant.* Partnering providers, including Participant, will have the following roles and responsibilities, in accordance with and subject to the Demonstration, this Agreement, the PSAs, and applicable law:

- (a) Collaborating with the ACH and other partnering providers in good faith to implement DSRIP and the Project Plan;

- (b) Complying with Project Plan and PSA requirements, including but not limited to timely and accurate reporting in accordance with the performance measures, project milestones, and timelines specified in the Project Plan and the PSA; and
- (c) Providing such other information as reasonably requested by the ACH.

Section 1.03 *Roles and Responsibilities of the Financial Executor.* Although the Financial Executor is not a party to this SPA, the parties acknowledge that the Financial Executor has the following roles and responsibilities, in accordance with and subject to the terms and conditions of the Demonstration:

- (a) Provide accounting and banking management support for DSRIP incentive dollars;
- (b) Distribute earned funds in a timely manner to participating providers in accordance with the state-approved funding distribution plans;
- (c) Submit scheduled reports to HCA on the actual distribution of transformation project payments, fund balances and reconciliations; and
- (d) Develop and distribute budget forms to participating providers for receipt of incentive funds.

Article II. **Distribution of DSRIP Funds: General Principles**

Section 2.01 *Basis for Payment to Participant.* Participant will receive payment of DSRIP Funds from the Financial Executor in accordance with the payment schedule set forth in the Project Plan and PSA, only if and to the extent that the ACH has achieved the project milestones and performance measures specified in the Project Plan. Any final payment decision is in the sole discretion of HCA.

Section 2.02 *Payments Contingent on Participant Performance.* Payment of DSRIP Funds to the Participant is contingent on Participant complying with the terms of this Agreement and the PSA, including timely submission of data to the ACH to meet the ACH's reporting obligations to HCA; (ii) Participant's performance on the project milestones and performance outcomes established in the Project Plan and PSA; and (iii) such other conditions and criteria as are set forth in the Project Plan and PSA. Participant acknowledges in accordance with this section and Section 2.01, that it may not receive DSRIP funds, and that any such funds received may not cover all the costs or expenses related to Participant's participation in a DSRIP Project Plan.

Section 2.03 *Advance Payments.* In the event that the Project Plan calls for advance payment of DSRIP Funds to Participant for specified purposes ("Specified Purpose Funds"), Participant shall use those Funds only for the purposes specified, and must return any funds to the Financial Executor or the ACH not so expended within 30 days of demand by the Financial Executor or the ACH.

Article III. **Record Retention and Auditing**

Section 3.01 *Retention of Records.* Each party shall retain all records (“Records”) relating to its activities related to the DSRIP program for a period of not less than six years, or as otherwise required by applicable law and regulations.

Section 3.02 *Sufficiency of Records.* The Records shall be sufficient to support confirmation that all data submitted by Participant to the ACH and by the ACH to HCA for any and all reports required by the ACH, HCA or CMS is accurate and complete.

Section 3.03 *Audit.* All Records relating to the DSRIP program are subject at all reasonable times to inspection, review, or audit by HCA and other state and federal officials so authorized by law, rule, regulation, or agreement.

Article IV. **Data Sharing and Privacy**

Section 4.01 *Business Associate Agreement.* The parties agree that in order to implement a Project Plan, they may need to exchange protected health information (PHI). PHI will be shared only in accordance with all federal and state laws, rules, regulations and agency guidelines applicable to the privacy and security of health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its related regulations (“HIPAA”), as modified or amended from time to time.

Section 4.02 *Sharing Confidential Information.* The parties acknowledge that, in addition to sharing PHI in accordance with the terms of the Business Associate Agreement, they may need to share other Confidential Information. “Confidential Information” means information of a Party, regardless of the form or media in which it is disclosed, which is identified in writing or other manner as confidential, restricted, or proprietary. The parties shall share Confidential Information in accordance with this Article IV.

Section 4.03 *Obligations of Confidentiality and Restrictions on Use.* A Party receiving Confidential Information from the other Party (the “Receiving Party”) shall not: (a) use the Confidential Information of the Party making the disclosure (the “Disclosing Party”), except as necessary to perform its obligations or exercise its rights under this SPA or to carry out the Project Plan or DSRIP Requirements; or (b) disclose or otherwise allow access to the Confidential Information of the Disclosing Party to a third party, except as permitted in this Section. The Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same level of care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of care.

Section 4.04 *Disclosure of Confidential Information to Representatives.* The Receiving Party may disclose the Disclosing Party’s Confidential Information to the Receiving Party’s officers, directors, employees, professional advisors, and other agents and representatives to the extent such disclosure is necessary for the performance of their obligations under this Agreement; provided, however, that the Receiving Party shall cause such Confidential Information to be held in confidence by any such recipient.

Section 4.05 *Compelled Disclosure.* If a Receiving Party is requested by a court or state or federal regulatory body to disclose Confidential Information in any legal or administrative proceeding or determines that a disclosure is affirmatively required by applicable laws, the

Receiving Party shall promptly notify the Disclosing Party of such request or determination so that the Disclosing Party may take, at its expense, such steps as are necessary to protect the Confidential Information. If the Receiving Party is thereafter required to disclose the Confidential Information to the court or regulatory body compelling such disclosure or to which such disclosure is required to be made, only the part of such Confidential Information as is required by applicable laws shall be disclosed.

Section 4.06 *Exceptions.* The obligations of confidentiality and restrictions on use as set forth in this Agreement shall not apply to any Confidential Information that: (a) is in the public domain or is otherwise publicly known, without any breach hereof; (b) was previously known prior to disclosure by the Disclosing Party hereunder to the Receiving Party free of any obligation to keep it confidential; (c) was rightfully received by the Receiving Party from a third party whose disclosure would not violate a confidentiality obligation owed by such third party to the Disclosing Party and which disclosure was not in breach of the Agreement; (d) was subsequently and independently developed by the Receiving Party without reference to such Confidential Information disclosed under the Agreement; or (e) was expressly approved for release by written authorization of the Disclosing Party.

Section 4.07 *Obligations Upon Termination.* Upon expiration or termination of this Agreement for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of the other Party and shall retain no copies thereof, except as required by law or to verify or document performance under this Agreement for audit purposes and to enforce its rights and defend itself from any claims or causes of action related to this Agreement or the other Party. Each Party shall extend the protections of this Agreement to any Confidential Information retained pursuant to this section and limit further uses and disclosures to those purposes permitted by this section.

Article V. **Dispute Resolution**

Section 5.01 *Informal Dispute Resolution.* The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with the Project Plan, this SPA and any applicable PSA. The parties will attempt to resolve their dispute first through an informal dispute resolution process. One party will send a notice to the other party containing a detailed description of the issue under dispute, the good faith basis for the dispute, and a proposed resolution. Within fifteen (15) calendar days of receiving the notice, the disputing parties will meet at a mutually agreeable location or will hold a conference call to attempt to resolve the dispute. Both parties will continue without delay to carry out their respective responsibilities under these Agreements while attempting to resolve any dispute.

Article VI. **Representations and Warranties**

Section 6.01 Each party represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Participant must immediately notify ACH if, during the term of this SPA, Participant becomes debarred.

Section 6.02 Each party represents and warrants that it is in compliance with, and will at all times hereafter comply with, all local, state, and federal licensing, accreditation and registration requirements and standards necessary for the performance of the Project Plan.

Section 6.03 Each party represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein, and to perform its obligations in accordance with the terms of this SPA.

Article VII. **Miscellaneous**

Section 7.01 *Independent Contractor.* ACH and Participant understand and agree that the Parties intend to act and perform their respective obligations under this Agreement and any accompanying PSA as independent contractors and that neither is an employee, partner, or joint venture of the other.

Section 7.02 *Required Insurance.* Each Party shall, at its own cost and expense, have in effect insurance coverage of such amounts and types usually maintained by entities such as the Parties, including but not limited to comprehensive general liability insurance, workers compensation, and errors and omissions coverage.

Article VIII. **Term and Termination**

Section 8.01 *Term.* This Agreement shall terminate on December 31, 2021, unless terminated earlier in accordance with the provisions of this Article.

Section 8.02 *Termination by Participant.* Participant may terminate the Agreement on 30 days' written notice to the ACH. Participant may also terminate this Agreement by delivering written notice to ACH at least ninety (90) days before the end of any DSRIP Year (i.e., at least 90 days before December 31st of each year). In such event, termination in accordance with this Article shall take effect at the end of the DSRIP year in which notice is provided, or earlier upon the written agreement of the Parties. Participant may terminate this Agreement immediately upon written notice to the ACH if HCA withdraws its approval for the ACH to participate in DSRIP.

Section 8.03 *Termination by ACH.* ACH may terminate this Agreement in the event that Participant breaches a material term of this SPA, any relevant PSA, or the Project Plan and fails to cure such breach within thirty (30) calendar days after receiving written notice from ACH regarding the breach (or such other longer cure period as ACH deems reasonable under the circumstances). In addition, ACH may terminate this Agreement upon twenty-four (24) hours' written notice to Participant if any license, certification or government approval of Participant material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

Section 8.04 *Termination for Exclusion.* Either Party may terminate this Agreement immediately if the other Party or any of its employees, agents or contractors are excluded from the Medicare or Medicaid program or any other federal or state health care program and, where the exclusion applies to the Party's employees, agents or contractors, the Party fails to terminate such employees, agents or contractors within five (5) business days of becoming aware of the exclusion.

Section 8.05 *Effect and Process in the Event of Termination.* In the event of termination of this Agreement for any reason: (i) the Parties shall work together to assure that there is no interruption in needed services to members of the ACH patient population and Participant's patients and (ii) Participant shall return any unexpended Specified Purpose Funds provided by ACH to Participant. Specified Purpose Funds that were expended by Participant as of the date of termination and DSRIP Funds provided to Participant as a bonus payment for past performance shall not be subject to return by Participant.

Section 8.06 *Termination for Uncured Breach.* Either Party may terminate this Agreement upon the other Party's material breach of its obligations hereunder, which breach is uncured for a period of thirty (30) calendar days after the non-breaching Party has given the breaching Party notice of that breach and requested that the breaching Party cure that breach; provided that no opportunity to cure shall be provided and termination shall be immediate in the event of (a) a breach that cannot reasonably be cured within thirty (30) calendar days, (b) repeated breaches of the same obligation or (c) a breach that would expose the non-breaching Party to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to a non-breaching Party. Termination of this Participation Agreement by either Party shall automatically terminate Participant's participation in any Project under this agreement.