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

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

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 2020;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. <u>Amendment of Agreement Section 1. Change Plan</u>.

PARTNER agrees to complete the requirements under the Change Plan, attached herein as Attachment A. Voluntary outcomes are subject to amendment by the PARTNER year-to-year. The last opportunity for such amendment will be December of 2020. *(Note that the Change Plan is also referred to as the Project Plan in the Financial Executor Portal Standard Partnership Agreement, Attachment B).*

II. <u>Amendment of Agreement Section 3. Payment and Costs</u>.

a. **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 the region for the collective performance of the OCH. Regional funds earned are distributed to partners based on the Board approved funds flow model and 2020 Medicaid Transformation Payment Model, Attachment E. Factors to determine payment amounts include selected Change Plan activities, and completion of the following:
   - Qualitative reporting (Change Plan status updates, narrative questions, and Pay-for-Reporting metrics; MeHAF for Behavioral Health Change Plans)
   - Two site visits with OCH staff (at least one in-person)
   - Reporting on intermediary metrics

b. **Payments Contingent on Partner Compliance.** Payment of DSRIP Funds to the 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 DSRIP Change Plan.

c. **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 B) as required by Public Consulting Group, the organization which administers the Portal, to receive payment. OCH agrees to approve up to two payments per project year, subject to the terms of this Agreement and the Change Plan, through the Financial Executor Portal to PARTNER. Full payments are contingent on all deliverables being met in accordance with the 2020 Medicaid Transformation Project Payment Model (Attachment E).

   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 be made outside of the biannual Portal disbursement process. Such payments may be made by check sent to the PARTNER.

d. **Attestation of Organization Governance, Management and Financial Solvency.** Consistent with the required Change Plan Outcome, "Organization can exercise effective leadership, management, transparency and accountability of MTP activities throughout the duration of its Change Plan." by signing this Amendment, the 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 and the Change Plan.

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

III. <u>Amendment of Agreement Section 12. Partner and OCH Contract Managers</u>.

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. OCH's 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: Yolanda Fong
Street Address: 345 6th Street, Suite 300
City, State Zip: Bremerton, WA 98337
Email: yolanda.fong@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 22. 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: Yolanda Fong
Street Address: 345 6th Street, Suite 300
City, State Zip: Bremerton, WA 98337
Email: Yolanda.fong@kitsappublichealth.org

To OCH at:
Organization: Olympic Community of Health
Attn: Margaret Moore
Street Address: PO Box 641
City, State Zip: Port Townsend, WA 98368
Email: margaret@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 23. 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. Financial Executor Portal Standard Partnership Agreement, Attachment B
2. This Agreement
3. 2020 Change Plan, Attachment A
4. 2020 Medicaid Transformation Project Payment Model, Attachment E
5. Additional Attachments: Payment Schedule, Attachment C; Deliverables Calendar, Attachment D

VI. Effective Date. This Amendment is effective as of January 1, 2020.

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

DATE: 3/5/2020

Keith Grellner
Administrator

DATE: 3/13/2020

OCH Executive Director

Domain	Focus Area	Outcome (bold = required)	Start Date (update)	Target Date (update)	Tactic (blue = recommended)	SubTactic	SubTactic Detail	2020 Change Plan
1. Care Coordination	1. Population Health Management	**B. Social determinants of health (SDOH) are assessed and integrated into standard practice**	1/1/2020	12/31/2020	1. Train staff about the impacts of SDOH on 2. Integrate SDOH screening tool in intake process and routine care			x
					3. Patients/clients are screened for specific SDOH needs	Social Determinant: A. Housing status/needs		x
						B. Employment status/needs C. Transportation status/needs D. Food status/needs		x
						E. Syringe exchange needs		x
						F. Other		
		C. Care coordination protocols that include screening, appropriate referal, and closing the loop on referrals are developed to connect specific subpopulations to clinical or community services	1/1/2020	12/31/2020	3. Create and implement protocol to follow-up with referral partner after referral is made			x
					1. Organization refers specific subpopulations to appropriate clinical or community services	Population(s) of focus: A. Children who are overdue for well-child visits and/or immunizations to primary care or pediatrics		x
						B. Individuals with housing, transportation, employment support, and/or food needs to other appropriate community-based organizations C. Individuals managing one or more chronic disease to primary care D. Families, women, and children to other appropriate community-based organizations		x
						E. Coordinate with host agency to offer mobile dental services on site F. Pregnant women to appropriate prenatal care providers and/or other community-based organizations		x
						G. Women with risky health behaviors (alcohol use, tobacco use, illicit drug use, disordered eating, etc.) to community support programs and/or specialty care		x
						H. Women with prior adverse pregnancy outcomes and women with other identified risks (including social determinants) to community-based programs that provide intensive services during the prenatal and interconception periods (NFP, Healthy Start)		x
						I. Adults requiring syringe exchange services to exchange programs J. Individuals with no medical home to primary care K. Individuals needing primary care services to primary care L. Individuals needing behavioral health services to behavioral health care (including SUD and MH services) M. Individuals needing oral health care to oral health care services N. Individuals without health insurance coverage to enrollment specialist services		x x x x
						O. Women of child-bearing age for contraception education and services P. Other		
					2. Sign Business Associate Agreements or equivalent with clinical partners involved with the client's care to support referrals OR contract with clinical partners to ensure shared patients/clients receive appropriate clinical services	List Partner(s):	Willing to sign with any partner whom we do not have existing business agreement with	x
					4. Create and implement protocol to facilitate ongoing sharing of information to referring provider(s) about shared client(s)			x
		A. Organization participates in an NCC bi-directional referral network for at-risk subpopulations			1. Receive referrals from NCC partners for the following subpopulations	Population(s) of focus: A. Individuals with asthma B. Individuals with diabetes C. Individuals with hypertension D. Individuals with cardiovascular disease		
						E. Historical trauma and Adverse Childhood Experiences (ACEs) F. Women of childbearing age (15-44) G. Post partum women H. Pregnant women		x x x x

			1/1/2020	12/31/2020	2. Utilize screening tools and protocols to identify client physical, behavioral, and/or oral health needs and inform appropriate referrals 3. Review data by subpopulations to identify inequities by category such as race, gender, age, zip code, other(s)	I. Low-income families J. Children (0-18) K. High utilizers of the ED L. High utilizers of the criminal justice system M. High utilizers of the 9-1-1 system N. Individuals experiencing homelessness O. Individuals experiencing food insecurity P. Individuals experiencing unemployment Q. Individuals experiencing isolation R. Individuals experiencing barriers to transportation S. Individuals with a substance use disorder T. Other	x x x x x x x x x
		D. Organization provides care coordination services, social services and consumer education services for referred clients	1/1/2020	12/31/2020	1. Provide effective chronic care services such as Diabetes Prevention Program (DPP), Chronic Disease Self-Management (CDSM), Whole Health Action Management (WHAM), exercise programs, and/or other 2. Clallam NCC: Community paramedics or EMTs perform home visits and/or alternative transports (e.g., other than the ED) 3. Kitsap NCC: In-home asthma interventions for low-income families where at least one person is diagnosed with asthma 4. Assist those with reccurent ED utilization to identify barriers to accessing primary care, identify solutions and resolve issues 5. Partner with public health and clinical partners to develop social marketing campaigns to promote healthy pre-conception care 6. Provide evidence-based prenatal or early childhood interventions to promote optimal health outcomes (Early Head Start, Head Start, Early Childhood Education and Assistance Program, Parents as Teachers, Parent Child Assistance Program, Nurse Family Partnership, Maternity Support Services) 7. Provide information or education to clients about appropriate clinical care settings 8. Ensure clients and their caregivers have access to instructions on how to get clinical advice after hours 9. Educate clients/school/ children/ organizations/ community on healthy eating and active living 10. Raise public awareness about obesity through programs such as 5-2-1-0 11. Educate clients on safe medication return and disposal programs (also called "drug take back") 12. Raise public awareness programs about opioid misuse and abuse prevention through data and programs such as It Starts with One 13. Needle exchange program or syringe exchange program 14. Educate clients on safe storage of opioids 15. Offer chronic pain groups 16. Other	List Program(s):	
4. Care Infrastructure	1. Capacity Infrastructure	C. All staff understand the impact of trauma and health inequities on health	1/1/2019	12/31/2019	1. Offer training in health equity 2. Offer training in LGBTQ-inclusive care, 3. Offer training in NEAR sciences, historical trauma, and trauma-informed care		
		F. Information is exchanged securely, appropriately, timely and efficiently	0	20	1. Implement protocol to obtain shared 2. Sign inter-organizational agreements for access to records of referred and/or shared clients		x x

			1/1/202	12/31/20	3. Participate in a technology platform (such as Olympic Digital HIT Commons or PreManage) that allows necessary client information to be exchanged between the referee and referral organization	x
		G. Community-based services and supports are timely and accessible			1. Offer open-access/same-day/walk-in 2. Offer after-hours access 3. Expand services, hire new workforce or expand capital to meet client demand	
		H. Workforce is trained in best practices to provide appropriates services to client population of focus	1/1/2019	12/31/2019	1. Staff is provided with resources to refer 2. Staff is trained in teach-back and/or motivational interviewing 3. Staff is trained in de-escalation	
	2. Sustainability	**A. Transformation is sustained beyond the Medicaid Transformation Project**	1/1/2020	12/31/2021	1. Implement value-based payment 2. Offer organization financial or in-kind match of DSRIP funding 3. Report on value-based metrics that will be in MCO contracts (not actionable until 2019, when providers will know which metrics will be in the contracts) 4. Support all-payer collaboration to foster system-wide transformation	x x x
	3. Administrative	**A. Organization can exercise effective leadership, management, transparency and accountability of MTP activities throughout the duration of its**	11/1/2018	12/31/2021	1. Establish and maintain an effective 2. Implement reporting policies and practices to ensure complete and timely reporting of change plan activities to OCH	x x

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 (30calendar 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.

Attachment C

Payment Schedule

For the completion of the deliverables set forth in this contract, the partner shall be paid up to the following amounts for each calendar year while completing the work as described in the Change Plan:

Year	Payment
2018 (to be remitted to KPHD immediately upon contract signing)	$25,000
2019	$47,552
2020	$46,427
2021	$45,302

Additionally, Kitsap Public Health is anticipated to receive up to the following amounts in the years after the work has been completed. The Olympic region will continue to receive funding in these years as data related to the contract is received by the HCA.

2022	$29,451
2023	$18,393

Finally, Kitsap Public Health may receive additional funding for income received by the Olympic region in relation to the level that the region performs above initial estimates. Funding received beyond initial estimates goes to a "bonus pool" that is then allocated to the region. These amounts cannot be estimated by OCH at this time, but will be remitted to partners in addition to anticipated payments.

Olympic Community of Health Change Plan Implementation Partner Deliverables Calendar 2019-2021

	January	February	March	April	May	June	July	August	September	October	November	December
Progress to Date Report (ORCA)	Action required due 1/31 (2020-)						Action required due 7/31					
Intermediary Metrics Report (ORCA)				Action required due 4/12 (2019-)				Action required Due 8/30				
Clinical-Community Linkage Assessment (Excel)	Identify partners, start work on this after Feb NCC (2019)						Continue assessments after Regional Convening (2019)					
Site Visit			x						x			
Internal Quality Improvement meetings	x	x	x	x	x	x	x	x	x	x	x	x
P4Rs (ORCA?)						Action required Due 6/30 (2019)						Action required Due 12/31
Participate in NCC Convenings	Clallam: 2/25, Kitsap 2/26, Jefferson 2/27					Regional NCC 6/25				Opioid summit (optional)		
Change Plan Updates (ORCA)											CP unlocked 11/1, action required due 11/27	
Contract Amendments	Amend contract (2019) released 1/23	Amend contract (2019) due 2/8									Amendment template distributed 11/1 (2019-)	Action required due 12/16 (2019-)
Payments						6/21/2019 schedule; 6/28/2019 payment (except Hospials)						X (All partners)

2020 Olympic Community of Health Implementation Partner Payment Model

Principles

The OCH Implementation Partner 2020 Payment Model will:

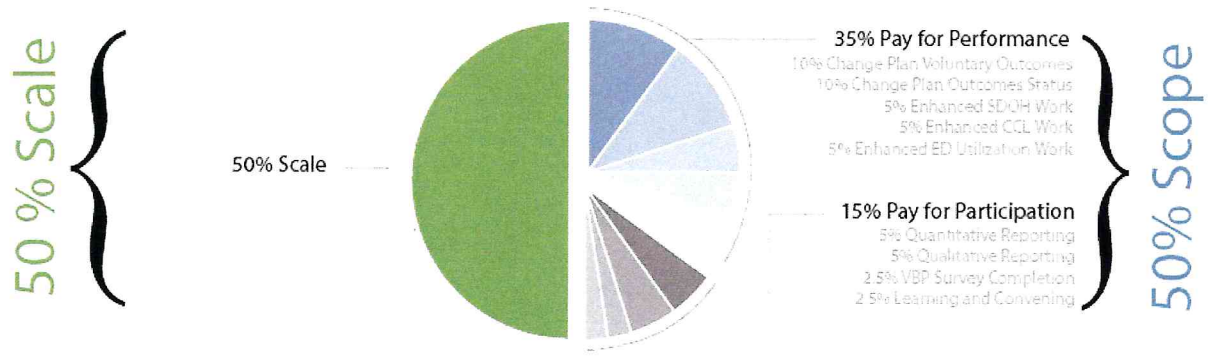
- Facilitate and support partner success toward the broad MTP vision and goals
- Encompass the full body of work requested of partners
- Ensure flexibility to adapt to unforeseen requests and opportunities
- Uphold and align with the established funds flow methodology
- Employ a simplistic approach
- Acknowledge and incent work that results in transformation

Scale/Scope Split

On March 12, 2018, the Board approved the following: "Each subsequent year, an increasingly larger proportion of incentives will be earned based on performance."

Additional detail determined by Funds Flow, May 29, 2018:

Year	Proportion of Payment Based on Scale	Proportion of Payment Based on Scope
2019	60%	40%
2020	50%	50%
2021	50%	50%
2022	40%	60%
2023	30%	70%



NOTE: Percentages are absolute, 50% scale, 50% scope, and 100% total.

Scale=50%

50% of 2020 payments will be based on the following scale criteria as self-reported by partner type:

- Primary Care = 2019 Medicaid lives
- Behavioral Health = 2019 Medicaid encounters
- CBOSS = Number of OCH core metrics impacted (based on 2020 change plan)
- Hospital = Scale calculation does not apply to payment calculation, although data are collected

Scope=50%

Pay for Participation - 15% absolute - elements apply to all change plan types. Pay for participation aims to incent partners for participation elements.

Scope element (with absolute percent of payment)	**Description**	**Frequency**
Quantitative reporting (5%)	Reporting on required OCH intermediary metrics. *Incentives for reporting on optional metrics is included in 2020 operations budget, not this payment model.*	Twice per year *Report on optional metrics only once*
Qualitative reporting (5%)	Complete all qualitative reporting elements (change status, narrative questions, HCA P4R metrics including MeHAF assessment for BH) that apply to change plan type.	Twice per year
VBP survey completion (2.5%)	Complete HCA value-based payment survey, which is part of the HCA P4R requirement. CBOSS partners not eligible to participate will automatically receive credit for this element.	VBP survey is once per year
Learning and convening (2.5%)	Participation at convenings, summits, trainings, OCH committees, and other OCH-hosted events. Governance related committees and workgroups do not apply (Board of Directors, Executive Committee, Finance Committee, Funds Flow). Committee participation such as PMEC and 3CCORP do apply.	Attend a minimum of 4 learnings/ convenings per year (counted by number of events per change plan, not number of people)

Note: Site visits are not part of the payment model in 2020 and are a part of contract monitoring.

***

Pay for Performance – 35% absolute – elements apply to all change plan types. Pay for performance aims to incent partners for doing transformational work.

Scope element (with absolute percent of payment)	**Description**	**Frequency**
Change plan voluntary outcomes (10%)	Selected voluntary outcomes in 2020 change plan. Calculated as a percentage of selected voluntary outcomes of the total available voluntary outcomes.	Once per year, based on 2020 change plan

Change plan outcomes status (10%)	Self-reported status on selected outcomes (not started, planning, testing, limited implementation, fully implemented, scaling and sustaining). 50.0% or more of all selected change plan outcomes status' must be at "limited implementation", "fully implemented", or "scaling and sustaining" to receive credit.	Once per year (second reporting of the year), to be completed with qualitative reporting
Enhanced Social Determinants of Health work (5%)	Participation in a regional SDOH assessment (component of 2020 site visit agenda)	Once per year
Enhanced community-clinical linkage work (5%)	Demonstration of implementation of new work to advance community-clinical linkage work selected in change plan (second half of 2020, staff to provide guidance based on above SDOH assessment).	Once per year
Enhanced emergency department utilization work (5%)	Participate in strategy session(s) to determine collaborative action toward ED utilization P4P metric.	Once per year

Acronyms:

BH – Behavioral Health, CBOSS – Community Based Organizations and Social Services, CCL – Community Clinical Linkages, ED – Emergency Department, HCA – Health Care Authority, OCH – Olympic Community of Health, P4R – Pay for Reporting, SDOH – Social Determinants of Health, VBP – Value Based Payment