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MAY 02 2019

KITSAP PUBLIC
HEALTH DISTRICT

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

THIS IMPLEMENTATION PARTNER-SPECIFIC AGREEMENT (hereafter "AGREEMENT") is made by and between the **OLYMPIC COMMUNITY OF HEALTH** (also referred to as "OCH") and **KITSAP PUBLIC HEALTH DISTRICT** (also referred to as "PARTNER").

FOR CONSIDERATION of the mutual promises and covenants contained in this Agreement, the OCH and PARTNER agree as follows:

1. CHANGE PLAN

PARTNER agrees to complete the requirements under the Change Plan, also referred to as the Project Plan, as outlined in Attachment A, which will serve as the Scope of Work for this project. The Change Plan form is subject to Amendment by the OCH without the prior approval of the PARTNER for the duration of this Agreement. However, the agreed upon Scope of Work will not change without an Amendment agreed upon by both parties.

2. PERIOD OF PERFORMANCE

This Agreement, unless earlier terminated according to the provisions contained herein, shall cover the period of January 1, 2017 through December 31, 2021. This Agreement may be extended by written mutual consent of both parties.

3. PAYMENT AND COSTS

- 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. PARTNER will receive payment of DSRIP funds from the Financial Executor portal in accordance with the payment schedule set forth in this Agreement and included in Attachment C, only if and to the extent that OCH has achieved project milestones and performance measures specified in the Change Plan. 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 and its partners to achieve Change Plan, Shared Change Plan and regional goals under the Washington Medicaid Transformation Project. **ANY FINAL PAYMENT DECISION IS IN THE SOLE DISCRETION OF HCA.**
- 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 payment to be released from the HCA to the PARTNER through the Financial Executor (FE) 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 MTP Payment Policy. Failure to complete deliverables to the satisfaction of OCH may result in delayed or withheld payments.

- 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.

4. RECORD RETENTION AND AUDITING

OCH has specific records retention requirements according to state law. OCH may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all contract-related records for at least six years after termination of the Contract. The records shall be sufficient to support confirmation that all data submitted by PARTNER to the OCH for any and all reports required by the OCH, HCA or the Centers for Medicare and Medicaid Services (CMS) is accurate and complete. For more information, see Attachment B, Article III.

5. DATA SHARING AND PRIVACY

The parties understand that in the performance of this contract, they may need to exchange protected health information or other confidential information. They agree to comply with the Data Sharing and Privacy terms as described in Attachment B, Article IV.

6. DISPUTE RESOLUTION

- a. **Generally.** The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with the Change Plan and this Agreement. 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 this Agreement while attempting to resolve any dispute.
- b. In the event that a dispute arises under the Agreement that the parties are unable to resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

7. REPRESENTATIONS AND WARRANTIES

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). PARTNER must immediately notify OCH if, during the term of this Agreement, PARTNER becomes debarred.

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 Change Plan.

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 Agreement.

Each party represents and warrants that it is in compliance with all applicable laws and regulations of the State of Washington and the United States.

8. INDEPENDENT CONTRACTOR

OCH and PARTNER understand and agree that the Parties intend to act and perform their respective obligations under this Agreement as independent contractors and that neither is an employee, partner, or joint venture of the other.

- 9. MODIFICATIONS.** Any modifications to this Agreement may be made upon written consent of both parties. This section does not apply to Section 1 of this Agreement in which the OCH may make changes to the Change Plan form without consent of both parties.

10. INSURANCE

The PARTNER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the PARTNER, its agents, representatives, or employees. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the OCH's recourse to any remedy available at law or in equity.

11. TERMINATION

- a. **Termination by Partner.** PARTNER may terminate the Agreement on 30 days' written notice to the OCH. PARTNER may also terminate this Agreement by delivering written notice to OCH 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 section shall take effect at the end of the DSRIP year in which notice is provided, or earlier upon the written agreement of the Parties. PARTNER may terminate this Agreement immediately upon written notice to the OCH if HCA withdraws its approval for the OCH to participate in DSRIP.
- b. **Termination by OCH.** OCH may terminate this Agreement in the event that PARTNER breaches a material term of this Agreement or the Change Plan and fails to cure such breach within thirty (30) calendar days after receiving written notice from OCH regarding the breach (or such other longer cure period as OCH deems reasonable under the circumstances). In addition, OCH may terminate this Agreement upon twenty-four (24) hours' written notice to PARTNER if any license, certification or government approval of PARTNER material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

- c. **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 OCH client population and PARTNER's clients if the PARTNER has clients; and (ii) PARTNER shall return any unexpended Specified Purpose Funds provided by OCH to PARTNER. Specified Purpose Funds that were expended by PARTNER as of the date of termination and DSRIP Funds provided to PARTNER as a bonus payment for past performance shall not be subject to return by PARTNER.
- d. **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 Agreement by either Party shall automatically terminate PARTNER'S participation in any Project under this agreement.

12. PARTNER AND OCH PROJECT MANAGERS

PARTNER's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the OCH Contract Manager 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. The OCH Contract Manager has the authority to reject any services that the OCH Contract Manager reasonably determines do not comply with the terms of the Contract. The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

PARTNER CONTRACT MANAGER INFORMATION

Name: Yolanda Fong
Title: Community Health Division Director
Address: 345 6th Street, Suite 300, Bremerton, WA 98337
Phone: (360) 728-2275
Email: yolanda.fong@kitsappublichealth.org

OCH CONTRACT MANAGER INFORMATION

Name: Margaret Moore
Title: Director of Administration
Address: 834 Sheridan Street, Port Townsend, WA 98368
Phone: (360) 689-2345
Email: margaret@olympicch.org

13. ASSIGNMENT

This Agreement may not be assigned or transferred by either party to this Agreement without the prior written consent of the other party.

14. FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations where such failure is a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement pursuant to the termination clause below.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

15. INDEMNIFICATION

Each party shall be responsible for, and shall indemnify and hold the other party harmless from, all reasonable claims and/or damages to persons and/or property resulting from its own negligent acts and omissions. Solely for the purposes of this provision, the Contractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.

16. INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS

PARTNER agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, improvements, or other deliverables (hereinafter "Work") developed by PARTNER solely, or with others, resulting from the performance of PARTNER's responsibilities and obligations pursuant to this Agreement are the property of the OCH. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, PARTNER does hereby sell, assign, and transfer to the OCH, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. PARTNER agrees to provide whatever assistance is necessary for the OCH to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

17. CONFLICT OF INTEREST

PARTNER acknowledges that no prior or existing relationships exist which would prevent PARTNER from entering into and fulfilling all obligations under this Agreement. OCH wishes to avoid any possibility of conflict arising in the future. Therefore, if any specific project(s) brought to the attention of PARTNER by OCH pose(s) a potential conflict of interest, PARTNER will immediately advise OCH and OCH shall not request Services on those specific projects. Likewise, if any specific project(s) brought to the attention of PARTNER by another pose(s) a potential conflict of interest with respect to this Agreement, PARTNER will either decline the other project or immediately advise OCH of the possibility of a conflict.

18. NON-AVAILABILITY OF FUNDS

Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming, then the OCH shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting lack of funding.

19. WAIVER OF BREACH

The waiver or failure to take action by either party hereto in regard to a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

20. AGREEMENT INTERPRETATION, APPLICABLE LAW AND VENUE

This Agreement has been and shall be construed as having been made and delivered in Jefferson County, Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the Washington, both as to interpretation and performance. The applicable law shall be the laws of the State of Washington. Any action in law, suit, and equity, or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the courts of competent jurisdiction located Jefferson County, Washington.

21. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained.

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: 834 Sheridan Street
City, State ZIP: Port Townsend, WA 98368
Email: Margaret@olympicch.org

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) Change Plan, Attachment A
- 4) Additional Attachments: Payment Schedule, Attachment C; Deliverables Calendar, Attachment D

HAVING READ AND UNDERSTOOD THIS AGREEMENT, the parties have signed this Agreement and caused it to be executed in duplicate, with each of the copies to be considered an original agreement.

DATE: 4/2/2019

DATE: 4/29/19

DATE: _____



Keith Grellner, Administrator



OCH Project Manager



OCH Executive Director or Director of Administration

Kitsap Public Health District

Care Coordination : 2018

Focus Area	Outcomes	Start Date	Target Date	Tactic
1) Population Health Management	A) Organization participates in an NCC bi-directional referral network for at-risk subpopulations	11/01/18	12/31/19	1) Receive referrals from NCC partners for the following subpopulations Population(s) of focus: e) Historical trauma and Adverse Childhood Experiences (ACEs) f) Women of childbearing age (15-44) g) Post partum women h) Pregnant women i) Low-income families j) Children (0-18) 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 3) Review data by subpopulations to identify inequities by category such as race, gender, age, zip code, other(s)
1) Population Health Management	B) Social determinants of health (SDOH) are assessed and integrated into standard practice	01/01/19	09/30/19	1) Train staff about the impacts of SDOH on health 2) Integrate SDOH screening tool in intake process and routine care 3) Patients/clients are screened for specific SDOH needs Social Determinant a) Housing status/needs d) Food status/needs f) Syringe exchange needs
1) Population	C) Care coordination protocols that include	11/01/18	09/30/19	4) Create and implement protocol to follow-up with

Kitsap Public Health District

Health
Management

**screening, appropriate referral, and closing
the loop on referrals are developed to
connect specific subpopulations to clinical
or community services**

referral partner after referral is made
6) 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
- d) Families, women, and children to other appropriate community-based organizations
- f) Pregnant women to appropriate prenatal care providers and/or other community-based organizations
- g) Women with risky health behaviors (alcohol use, tobacco use, illicit drug use, disordered eating, etc.) to community support programs and/or specialty care
- 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)
- 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)

7) 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

Kitsap Public Health District

8) Create and implement protocol to facilitate ongoing sharing of information to referring provider(s) about shared client(s)

1) Population Health Management	D) Organization provides care coordination services, social services and consumer education services for referred clients	01/01/19	06/30/20	<p>5) Partner with public health and clinical partners to develop social marketing campaigns to promote healthy pre-conception care</p> <p>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)</p> <p>7) Provide information or education to clients about appropriate clinical care settings</p> <p>9) Educate clients/school/ children/ organizations/ community on healthy eating and active living</p> <p>10) Raise public awareness about obesity through programs such as 5-2-1-0</p> <p>12) Raise public awareness programs about opioid misuse and abuse prevention through data and programs such as It Starts with One</p> <p>13) Needle exchange program or syringe exchange program</p>
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Kitsap Public Health District

Care Infrastructure : 2018

Focus Area	Outcomes	Start Date	Target Date	Tactic
1) Capacity Infrastructure	C) All staff understand the impact of trauma and health inequities on health	01/01/19	12/31/19	<ol style="list-style-type: none"> 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
1) Capacity Infrastructure	F) Information is exchanged securely, appropriately, timely and efficiently	11/01/18	12/31/19	<ol style="list-style-type: none"> 1) Implement protocol to obtain shared client records 2) Sign inter-organizational agreements for access to records of referred and/or shared clients 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
1) Capacity Infrastructure	H) Workforce is trained in best practices to provide appropriate services to client population of focus	01/01/19	12/31/19	<ol style="list-style-type: none"> 1) Staff is provided with resources to refer to crisis intervention services 3) Staff is trained in de-escalation
2) Sustainability	A) Transformation is sustained beyond the Medicaid Transformation Project	01/01/19	12/31/21	<ol style="list-style-type: none"> 1) Implement value-based payment arrangements with MCOs and/or partners in your NCC 2) Offer organization financial or in-kind match of DSRIP funding 4) Support all-payer collaboration to foster system-wide transformation

Kitsap Public Health District

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|-------------------|--|----------|----------|---|
| 3) Administrative | A) Organization can exercise effective leadership, management, transparency and accountability of MTP activities throughout the duration of its Change Plan | 11/01/18 | 12/31/21 | 1) Establish and maintain an effective governance structure, and public access/reporting protocols regarding all MTP-related planning and decision-making
2) Implement reporting policies and practices to ensure complete and timely reporting of change plan activities to OCH |
|-------------------|--|----------|----------|---|

ATTACHMENT B

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.

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						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 Hospitals)						x (All partners)