

PROJECT SPECIFIC AGREEMENT

This Project Specific Agreement (“PSA”) is entered into by and between Better Health Together, a regionally-based Accountable Communities of Health (“ACH”) and [REDACTED], a partnering provider participant (“Participant”).

The parties previously agreed to terms and conditions set forth in the Standard Partnership Agreement (“SPA”). This PSA sets forth supplemental terms and conditions to the SPA for participation in a specific Delivery System Reform Incentive Payment (“DSRIP”) project submitted for approval to the Washington State Health Care Authority (“HCA”), as well as the funding, project milestones, performance metrics and payment schedules for that project.

This PSA is enforceable under the terms and conditions contained herein and, in the event of a conflict between the language of the SPA and the PSA, the language of the PSA shall control with respect to the Participant’s participation in the Project (as defined below).

Article 1. Additional Roles and Responsibilities of Participant

Section 1.01 *Roles and Responsibilities of Participant*. In addition to the roles and responsibilities set forth in the SPA, the Participant will have the following responsibilities, in accordance with and subject to Medicaid Transformation, the SPA, this PSA and applicable law:

- a) Participating in DSRIP project connected to the milestones and metrics set forth in Article 3 below (the “Project”).
- b) Participating in such Medicaid Transformation Implementation Plans as are mutually agreed upon by the parties in writing.
- c) Actively participating in county-based collaborative(s), in accordance with collaborative’s MOU and charter.
- d) Participating in conjunction with the ACH and other partnering provider participants in good faith to implement the selected Medicaid Transformation Implementation Plans and county-based collaborative and achieve the DSRIP program’s goals, as applicable to Participant.
- e) Participate in Equity Expectations as described in Addendum 3.03 and in related trainings or workshops.
- f) Reporting Participant’s financial service or clinical data, as well as progress reports, to ACH to the extent necessary for ACH to meet its reporting obligations to the HCA, including without limitation, the reporting requirements set forth in Participant’s milestones and metrics.
- g) Ensuring that it conducts all DSRIP-related activities in accordance with all laws, regulations and guidance applicable to the Participant.
- h) Handling such other responsibilities as may be necessary and appropriate.

Article 2. DSRIP Funds

Section 2.01 *Warranty*. ACH does not guarantee or warrant in any way the receipt, timing or amount of DSRIP Funds, if any, that Participant might receive, and that funding is dependent on a number of factors, some of which are beyond the control of ACH, including the receipt of funding from CMS by HCA and by ACH from HCA.

Section 2.02 *Participant Responsibilities Related to DSRIP Funds*. Participant will be responsible for:

- a) Expending DSRIP Funds to meet the Project milestones and metrics.
- b) Documenting all expenditures of DSRIP Funds and retaining such records for inspection by ACH, HCA CMS or other federal or state oversight agencies so authorized by law, rule, regulation, or agreement.
- c) Returning any DSRIP Funds to ACH in the event that HCA, or ACH in consultation with Financial Executor (as defined in SPA) and HCA, determines that the Participant constituted fraud, waste, or abuse. Participant shall make the repayment of DSRIP Funds within thirty (30) calendar days' notice from ACH or Financial Executor stating the basis for the repayment demand, unless Participant has submitted the matter to the dispute resolution process set forth in the SPA.
- d) Reporting on expenditures of DSRIP Funds at least annually as requested by ACH.

Article 3. Project Milestones and Achievement Metrics

Section 3.01 *Project Milestones*. Participant agrees to fulfill the transformation milestones set forth on Addendum 3.01.

Section 3.02 *Pay-for-Achievement Measures*. Participant agrees to meet the achievement metrics set forth on Addendum 3.02.

Section 3.03 *Equity Expectations*. Participant agrees to meet the requirements set forth in Addendum 3.03.

Section 3.04 *Pay-for-Performance Measures*. Participant agrees to fulfill the measure(s) set forth on Addendum 3.04. **Delete for Small volume partners – N/A**

Section 3.05 *HCA Reporting Metrics*. Participants agrees to satisfy the HCA reporting metrics set forth on Addendum 3.05.

Article 4. Payment

Section 4.01 *Payment Schedule - Project Milestones, Pay-for-Achievement Measures, & Equity Expectations*. In exchange for meeting the project milestones, achievement metrics, and equity expectations, Participant shall receive payments in accordance with Addendum 4.01.

Section 4.02 *Payment Schedule - Pay-for-Performance Measures*. In exchange for meeting the Pay-for-Performance milestones, Participant shall receive payments in accordance with Addendum 4.02. **Delete for Small volume partners – N/A**

Section 4.03 *Payment Policy*. Participant agrees to comply with any payment policy established by HCA that is provided to Participant in writing.

Article 5. Term and Termination

Section 5.01 *Term*. This PSA shall have a twelve (12) month term commencing on December 1, 2021, unless terminated earlier in accordance with the provisions of this Article.

Section 5.02 *Termination by Participant*. Participant may terminate this PSA on thirty (30) days' written notice to ACH. Participant may terminate this PSA immediately upon written notice to ACH if HCA withdraws its approval for ACH to participate in DSRIP.

Section 5.03 *Termination by ACH*.

(a) ACH may terminate this PSA in the event that Participant breaches a material term of this PSA, the SPA, 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 PSA upon twenty-four (24) hours' written notice to Participant if any license, certification or government approval of Participant material to its performance under this PSA is suspended, terminated, revoked, or surrendered.

(b) ACH may terminate the Agreement on thirty (30) days' written notice to Participant.

Section 5.04 *Termination for Exclusion*. Either party may terminate this PSA 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 5.05 *Effect and Process in the Event of Termination*. In the event of termination of this PSA for any reason: (i) the parties shall work together to assure that there is no interruption in needed services to members of ACH patient population and Participant's patients; and (ii) Participant shall return any unexpended DSRIP Funds provided by ACH to Participant.

Section 5.06 *Termination for Uncured Breach*. Either party may terminate this PSA 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.

Section 5.07 *Termination for Non-Allocation of Fund*. If funds are not allocated to continue this PSA or the SPA in any future period, ACH may immediately terminate this PSA by providing written notice to Participant. The termination will be effective on the date specified in the termination notice. ACH will be liable only for payment in accordance with the terms of this PSA or the SPA for services rendered prior to the effective date of termination. ACH agrees to notify Participant of such non-allocation at the earliest possible time. No penalty will accrue to ACH in the event the termination option in this section is exercised.

Section 5.08 *Termination ACH Contract with HCA*. In the event the Contract for Accountable Community of Health by and between ACH and HCA is terminated, this PSA and the SPA will automatically terminate. Participant will be notified immediately, in writing, of search termination.

Section 5.09 *Termination of SPA*. In the event the SPA is terminated, this PSA will automatically terminate. Participant will be notified immediately, in writing, of search termination.

Article 6. Miscellaneous

Section 6.01 *Governing Law*. This PSA is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles.

Section 6.02 *Publicity*. Participant agrees to submit to ACH all advertising, sales promotion, and other publicity in which ACH's name is mentioned, language is used, or Internet links are provided from which the connection of ACH's name with Participant's services may, in ACH's judgment, be inferred or implied.

Section 6.03 *Notice*. Any notice or demand or other communication required or permitted to be given under this PSA or applicable law is effective if it is in writing and signed by the applicable party, properly addressed, and either delivered by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section, or sent electronically to the email address provided in this section.

In the case of notice to ACH:

Attention: Alison Poulsen
Better Health Together
1209 W. 1st Avenue
Spokane, WA 99201

In the case of notice to Participant:

Attention: Transformation Manager
Organization Name
[INSERT ADDRESS]

Section 6.04 *Amendments*. This PSA may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. ACH reserves the right to amend the SPA upon written notice to Participant as necessary to comply with any applicable laws, regulations and guidance, or with the Contract for Accountable Community of Health by and between ACH and HCA.

Section 6.05 *Assignment*. Participant may not assign or transfer this PSA or any of its rights hereunder, or delegate any of its duties hereunder without the prior written consent of ACH, which ACH may grant or deny in its sole discretion. Any attempted assignment, transfer or delegation in contravention of this section will be null and void. This PSA will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

Section 6.06 *Attorneys' Fees and Costs*. In the event of litigation, dispute resolution or any other action brought between the parties to enforce the terms of this PSA or related in any way to this PSA, each party agrees to bear its own attorneys' fees and costs.

Section 6.07 *Severability*. If any provision of this PSA or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this PSA that can be given effect without the invalid provision, and to this end the provisions or application of this PSA are declared severable.

Section 6.08 *Waiver*. Waiver of any breach of any term or condition of this PSA will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this PSA will be held to be waived, modified, or deleted except by a written instrument signed by the parties.

Section 6.09 *Indemnification*. ACH and Participant shall each be responsible for their own acts and omissions, and the acts and omissions of their agents and employees. Each party to this PSA shall defend, protect and hold harmless the other party, or any of the other party's agents, from and against any loss and all claims, settlements, judgments, costs, penalties, and expenses, including attorney's fees, arising from any willful misconduct, or dishonest, fraudulent, reckless, unlawful, or negligent act or omission of the first party, or agents of the first party, while performing under the terms of this PSA, except to the extent that such losses result from the willful misconduct, or dishonest, fraudulent, reckless, unlawful or negligent act or omission on the part of the second party. Each party agrees to notify promptly the other party, in writing, of any claim and provide the other party the opportunity to defend and settle the claim. Section 6.09 shall survive termination of this PSA. Neither party shall enter into a settlement agreement making an admission and/or liability of the other party without the other party's consent.

Section 6.10 *Data*. Participant agrees that ACH may share any data required to be reported by Participant under Article 3 with HCA.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this PSA to be executed by their duly authorized representatives.

BETTER HEALTH TOGETHER

Signature: _____

Name: Alison Poulsen

Title: Executive Director

Date: _____

ORGANIZATION NAME

Signature: _____

Name: _____

Title: _____

Date: _____

Addendum 3.01
Project Milestones

To earn the 40% of eligible dollars tied to Project Milestones in Addendum 4.01, participants agree to satisfy the following:

To be added from Transformation Plan

Bi-Directional Care

Aim Statement 1:

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	Milestone <i>(achieve what, for whom, via what mechanism)</i>	By When <i>(month, year)</i>

Aim Statement 2:

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	Milestone <i>(achieve what, for whom, via what mechanism)</i>	By When <i>(month, year)</i>

Chronic Disease Management

Aim Statement 1:

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	Milestone <i>(achieve what, for whom, via what mechanism)</i>	By When <i>(month, year)</i>

Aim Statement 2:

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	Milestone <i>(achieve what, for whom, via what mechanism)</i>	By When <i>(month, year)</i>

Addressing Opioid Crisis

Aim Statement 1:

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	Milestone <i>(achieve what, for whom, via what mechanism)</i>	By When <i>(month, year)</i>

Aim Statement 2:

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	Milestone <i>(achieve what, for whom, via what mechanism)</i>	By When <i>(month, year)</i>

Addendum 3.02
Pay-for-Achievement (P4A) Measures

To earn the 40% of eligible dollars tied to Pay-for-Achievement Measures in Addendum 4.01, participants agree to satisfy the following:

P4A Measures carrying over from contract Year 2 (Second Year Threshold)

To be added: the 2 new selections with Second Year thresholds – Times New Roman 10pt

#	Measure	Measure Definition and additional information	Second Year Achievement Threshold
#

P4A Measures carrying over from contract Year 1 (Third Year Threshold)

To be added: the 4 previous selections with Third Year thresholds– Times New Roman 10pt

#	Measure	Measure Definition and additional information	Third Year Achievement Threshold
#

Achievement Thresholds to Earn Funds

- The **Second Year threshold** applies if 2021-22 is the second contract year in which the Partnering Provider is working on the metric. Provider selected these 2 P4A measures in 2020-21 contract.
- The **Third Year threshold** applies if 2021-22 is the third contract year in which the Partnering Provider is working on the metric. Provider selected these 4 measures in 2019-20 contract.

Addendum 3.03
Equity Expectations

To earn the 20% of eligible dollars tied to Equity in Addendum 4.01, Participant agrees to satisfy the following:

- Complete an Equity 101 workshop series offered by BHT, including:
 - At least three (3) representatives from organization attends all 5 weeks of workshop and completes homework.
 - Three representatives should include:
 - Transformation Manager
 - Executive Director/CEO
 - At least one additional staff member

Training can be completed as individual organizations or by attendance in a cohort with multiple organizations. Completion of the workshop series prior to this contract year counts for this payment if at least one senior leader attended all 5 weeks of the workshop and completed homework or if all above expectations for Equity 101 attendance were met.

Option for organizations lead by people of color

Partner organizations lead by people of color are not required to attend the Equity 101, and may choose from the following options to receive the 20% of dollars tied to Equity in Addendum 4.01:

- Send staff to complete Equity 101, senior leader not required to earn dollars. Completion of the workshop series prior to this contract year counts for this payment.
- Decline Equity 101 and BHT will release dollars to support organization in attending an equity related training of their choosing.
- Decline Equity 101 and roll the 20% of contract expectation into Project Milestones category of work.

Option for hospitals

Hospitals may choose to complete the WSHA Health Equity Collaborative instead of completing Equity 101. WSHA is currently recruiting hospitals in Oregon & Washington to participate for this 18-month collaborative.

To earn the 20% of eligible dollars tied to Equity in Addendum 4.01, Participant must still be an active member of the WSHA Health Equity Collaborative at end of this contract term to earn payment for completion of Equity Expectations.

Addendum 3.04
Pay-for-Performance Measures

DELETE this addendum for Small volume partners

To earn the eligible dollars tied to Pay-for-Performance Measures in Addendum 4.02, participants agree to satisfy the following:

- Select one P4P measure from the list BHT provides to work on as an organization, including defining an aim and milestones, and reporting out on progress in addressing selected measure. Measure can be worked on as an individual organization, or in partnership with other organization(s).

To be added from Transformation Plan – Times New Roman 10pt

#	Measure Name	Measure Definition
#

Aim Statement 1:

	Milestone (<i>achieve what, for whom, via what mechanism</i>)	By When (<i>month, year</i>)

Addendum 3.05

HCA Reporting Metrics

As a condition of receiving Medicaid Transformation funding, ACHs are required to ask a specified set of questions to Partnering Providers twice per year, and to report partners' responses to HCA. The questions relate to bi-directional integration and opioids and are intended to capture information about Partnering Provider Implementation progress **at a clinic/site level**.

For more information about HCA's P4R metrics, please refer to HCA's Measurement Guide: <https://www.hca.wa.gov/assets/program/mtp-measurement-guide.pdf>

DRAFT

Addendum 4.01

Payment Schedule –

Project Milestones, Pay-for-Achievement Measures, & Equity Expectations

Contract funds are earned based on three categories of work:

- 40% Project Milestones (Addendum 3.01)
- 40% Pay-for-Achievement Measures (Addendum 3.02)
- 20% Equity Expectations (Addendum 3.03)

A portion of funding associated with both Milestones and P4A will be “at risk”, meaning that to earn that portion of funding, Participant must meet the Milestones specified in Addendum 3.01 and achieve the standards set for their selected P4A Measures specified in Addendum 3.02. In the event that Participant meets some, but not all, of its Milestones and Pay-for-Achievement Measures, BHT will calculate partial payments on the “at-risk” portion.*

Keep relevant Large/Medium/Small table below & delete others

Volume Tier: Large

Payment Trigger**	Expectation	Amount
The latter of contract signing or contract start date (December 1, 2021)	Milestones: Pay for setting 12 months of milestones (25% of Year 3 milestone \$)	\$ 28,490.00
	P4A: Pay for contract signing to continue 6 P4A measures (25% of Year 3 P4A \$)	\$ 28,490.00
	Equity: no payment	\$ -
	Subtotal	\$ 56,980.00
Completion of mid-contract reporting (June 2022)	Milestones: no payment (reporting only)	\$ -
	P4A: no payment (reporting only)	\$ -
	Equity: no payment (reporting only)	\$ -
	Subtotal	\$ -
Results of end-of-contract reporting (November 2022)	Milestones: Pay for achieving* milestones (75% of Year 3 milestone \$)	\$ 85,470.00
	P4A: Pay for achieving* 6 P4A measures (75% of Year 3 P4A \$)	\$ 85,470.00
	Equity: Pay for completion of Equity Expectations (100% of Year 3 Equity \$)	\$ 56,980.00
	Subtotal	\$ 227,920.00
Total Year 3		\$284,900.00

Volume Tier: Medium

Payment Trigger**	Expectation	Amount
The latter of contract signing or contract start date (December 1, 2021)	Milestones: Pay for setting 12 months of milestones (25% of Year 3 milestone \$)	\$ 8,550.00
	P4A: Pay for contract signing to continue 6 P4A measures (25% of Year 3 P4A \$)	\$ 8,550.00
	Equity: no payment	\$ -
	Subtotal	\$ 17,100.00
Completion of mid-contract reporting (June 2022)	Milestones: no payment (reporting only)	\$ -
	P4A: no payment (reporting only)	\$ -
	Equity: no payment (reporting only)	\$ -
	Subtotal	\$ -
Results of end-of-contract reporting (November 2022)	Milestones: Pay for achieving* milestones (75% of Year 3 milestone \$)	\$ 25,650.00
	P4A: Pay for achieving* 6 P4A measures (75% of Year 3 P4A \$)	\$ 25,650.00
	Equity: Pay for completion of Equity Expectations (100% of Year 3 Equity \$)	\$ 17,100.00
	Subtotal	\$ 68,400.00
Total Year 3		\$85,500.00

Volume Tier: Small

Payment Trigger**	Expectation	Amount
The latter of contract signing or contract start date (December 1, 2021)	Milestones: Pay for setting 12 months of milestones (25% of Year 3 milestone \$)	\$ 1,790.00
	P4A: Pay for contract signing to continue 6 P4A measures (25% of Year 3 P4A \$)	\$ 1,790.00
	Equity: no payment	\$ -
	Subtotal	\$ 3,580.00
Completion of mid-contract reporting (June 2022)	Milestones: no payment (reporting only)	\$ -
	P4A: no payment (reporting only)	\$ -
	Equity: no payment (reporting only)	\$ -
	Subtotal	\$ -
Results of end-of-contract reporting (November 2022)	Milestones: Pay for achieving* milestones (75% of Year 3 milestone \$)	\$ 5,370.00
	P4A: Pay for achieving* 6 P4A measures (75% of Year 3 P4A \$)	\$ 5,370.00
	Equity: Pay for completion of Equity Expectations (100% of Year 3 Equity \$)	\$ 3,580.00
	Subtotal	\$ 14,320.00
Total Year 3		\$17,900.00

* The final 75% payment for both milestones and P4A measures is at risk for achievement, as shown below. Payments for Milestones and P4A measures will be determined separately, meaning it is possible to earn full payment for Milestones and less than full payment for P4A measures, or vice versa. Participant must meet Full Payment criteria (75%+) for both Milestones and P4A to be eligible to contract for Year 3.

Full Payment: 75%+ of Milestones/P4A measures achieved, including at least one Milestone per Project Area	\$ xx,xx0.00
No payment: less than 75% of Milestones/P4A measures achieved -or- 75%+ of Milestones overall but 1+ project area have no Milestones met	\$ -

** All payments may take up to 45 days for review and processing through the Financial Executor Portal after the payment trigger is met by Participant.

Addendum 4.02

Payment Schedule – Pay-for-Performance Measures

DELETE this addendum for Small volume partners

Pay-for-Performance funds are earned by the ACH region for meeting a set of Pay-for-Performance measures created by the Health Care Authority (HCA).

Pay-for-Performance will be calculated and distributed as followed:

- 2019 Pay-for-Performance funds will be calculated and distributed by HCA to the ACH in 2021 based on regional performance on the 2019 measures;
- 2020 Pay-for-Performance funds will be calculated and distributed in 2022; and
- 2021 Pay-for-Performance funds will be calculated and distributed in 2023.

BHT Board's approved the following model to allocate 85% of the region's earned Pay-for-Performance funds for distribution to contracted behavioral health and primary care Partnering Providers. The dollars will be allocated to large- and medium-volume providers as follows:

- 75% of earnings divided evenly among Large volume contracted partners (serves 20,001+ unduplicated Medicaid patients annually)
- 25% of earning divided among Medium volume contracted partners (serves 1,201-20,000 unduplicated Medicaid patients annually)

Better Health Together will support Participant through convening of P4P partner meetings and maintaining P4P data for use by partners.

Payments to Participant will be distributed as follows:

Payments to Participant

Funds	Payment trigger	Timing
2019 P4P funds (distributed 2021)	Completion of 2019 (Year 1) Project Specific Agreement	Q4 2021*
2020 P4P funds (distributed 2022)	Completion of 2020 (Year 2) Project Specific Agreement	Q4 2022*
2021 P4P funds (distributed 2023)	Completion of reporting on Addendum 3.04 of 2021 (Year 3) Project Specific Agreement.	Q4 2023*

*Subject to timing of HCA payment calculation and distribution to BHT (see Article 2 and Article 5).

Note that this Addendum and the funding model applies to the Pay-for-Performance dollars only, not the High-Performance Pool (HPP).