

		<b>CONTRACT AMENDMENT</b>		HCA Contract Number: K1471 Amendment No.: 1	
<b>THIS AMENDMENT</b> is between the Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."					
<b>CONTRACTOR NAME</b> <b>Puget Sound High Value Network LLC</b>			<b>CONTRACTOR doing business as (DBA)</b>		
<b>CONTRACTOR ADDRESS</b> 1100 Ninth Ave PO Box 900, MS: GB-ADM Seattle, WA 98101			<b>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</b> 603244534		
<b>CONTRACTOR CONTACT</b> <b>Julie Sylvester, Executive Director</b>		<b>CONTRACTOR TELEPHONE</b> (206) 341-1343		<b>CONTRACTOR E-MAIL ADDRESS</b> <a href="mailto:Julie.sylvester@virginiamason.org">Julie.sylvester@virginiamason.org</a>	
<b>HCA PROGRAM TITLE</b> PEBB			<b>HCA DIVISION/SECTION</b> PEB Contracts		
<b>HCA CONTACT NAME AND TITLE</b> Louis McDermott, PEB Division Director			<b>HCA CONTACT ADDRESS</b> 626 8 <sup>th</sup> Ave SE Olympia, WA 98504		
<b>HCA CONTACT TELEPHONE</b> (360) 725-0891				<b>HCA CONTACT E-MAIL ADDRESS</b> <a href="mailto:Louis.mcdermott@hca.wa.gov">Louis.mcdermott@hca.wa.gov</a>	
<b>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			<b>CFDA NUMBER(S)</b> ; ; ; ;		<b>FFATA Form Required</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>AMENDMENT START DATE</b> Date of Execution		<b>AMENDMENT END DATE</b> December 31, 2019		<b>CONTRACT END DATE</b> December 31, 2019	
<b>PRIOR MAXIMUM CONTRACT AMOUNT</b> NA		<b>AMOUNT OF INCREASE OR DECREASE</b> NA		<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> NA	
<b>REASON FOR AMENDMENT:</b> This amendment is to modify various sections and exhibits throughout K1471.					
<b>ATTACHMENTS/EXHIBITS.</b> When the box below is marked with an X, the following Exhibits/Attachments are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Exhibit(s) (specify): Exhibits 1.4, 2.5 and 4.1.					
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.					
<b>CONTRACTOR SIGNATURE</b>			<b>PRINTED NAME AND TITLE</b>		<b>DATE SIGNED</b>
HCA SIGNATURE			PRINTED NAME AND TITLE		DATE SIGNED

This Contract between the State of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

**1. Section 1.1, subsection A is modified to read as follows:**

- A. This Contract is made and entered into by and between the Washington State Health Care Authority (HCA), Puget Sound High Value Network, LLC (Contractor), EvergreenHealth Partners LLC (Co-Guarantor), Multicare Connected Care LLC (Co-Guarantor) and Virginia Mason Medical Center (Co-Guarantor). HCA and Contractor are collectively referred to herein as “the parties”.

**2. Section 2.3, subsection A is modified to read as follows:**

**A. Organization Structure, Partners, and Commitment to Accountable Care.**

Contractor will provide a comprehensive clinically integrated network that includes:

- (i) Adequate geographical coverage across multiple counties. Initial coverage must be provided across the five (5) county Puget Sound Region, including King, Thurston, Pierce, Snohomish, and Kitsap Counties. Contractor will offer coverage in the following counties beginning in Plan Year 2017: Grays Harbor, Yakima and Spokane. For each Plan Year, enrollment in the ACP product will only be offered to Members with an address in the PEB Division’s system of record that reflects residency in any of these counties in which the Contractor has a sufficient number of ACP Program Providers; Members with an address in the PEB Division’s system of record that reflects residency outside of counties in which Contractor has ACP Program Providers cannot enroll in an ACP Product but may be attributed to the ACP. The HCA reserves the right to seek an amendment to this Contract to extend coverage to additional Washington State Counties to meet the operational and strategic objectives of the PEBB Program and its Members. Any such amendment shall require mutual, written agreement of the parties as provided in Section 3.3 below.
- (ii) A broad spectrum of services that assure high-quality delivery of HCA’s Covered Services, and data and clinical systems that support the delivery of evidence-based care.
- (iii) A single, unified vision and leadership structure, with commitment of senior leaders, backed by the required resources to implement and support the vision.

**3. Section 2.3, subsection E is modified to read as follows:**

- E. **Pre-Launch Period Requirements.** The Contractor will fulfill the Pre-Launch Period requirements as stated in Exhibit 1.1 and Exhibit 1.4 2017 Expansion and any future agreed-upon expansion in counties memorialized in an exhibit. HCA can terminate this Contract for cause under Section 3.35(A) if Contractor fails to fulfill a Pre-Launch Period requirement.

**4. Section 2.3, subsection F(vii) is included to read as follows:**

- (vii) When an ACP Program Provider is in multiple PEBB ACPs, the protocol for ACP communication during open enrollment is as follows:
- (1) The ACP that the Designated Member selected during the prior open enrollment is the only ACP who will communicate directly with the Designated Member during open enrollment concerning re-enrollment in the ACP. The scope of the communication may include all topics reasonably related to a Designated Member's decision-making on enrollment.
  - (2) When an Attributed Member is contacted by a provider who is in multiple ACPs, each provider may communicate with the Attributed Member on behalf of one ACP or multiple ACP's provided that any communication contains a paragraph approved by the HCA that informs that Attributed Member that they may receive a communication on behalf of the other network from the same provider and/or the other ACP about the option to select the other ACP during annual or special open enrollments.
  - (3) As additional counties are added for which there is no designated population, communication with the Attributed Member during open enrollment will follow the criteria described in above in section (2).

**5. Section 2.3, subsection I(iii) is modified to read as follows:**

- (iii). Ancillary Providers are those non-hospital providers that are in the TPA of UMP's network, that do not have any provider agreement with the Contractor, and that have been designated by HCA as an Ancillary Provider type. By June 1, 2015, HCA will provide Contractor with the Ancillary Provider list for Plan Year 2016. It is HCA's intent to update the Ancillary Provider list annually.

Each year thereafter, HCA will provide Contractor with the Ancillary Provider list by June 30 for the subsequent Plan Year. Contractor reserves the right to review, edit and submit an Ancillary Provider list

twice a year for display. HCA will make every effort to concur and implement Contractor's submitted list.

The Ancillary Provider list includes the following categories of facilities/services and providers and is subject to change annually:

- Facilities/Services – DMEs, hearing aid dispensary, home health, hospice, lab, skilled nursing facility, skilled rehab facility, Urgent Care Centers, dialysis centers, birth centers and inpatient and outpatient behavioral health services.
- Providers – acupuncture, anesthesiologists, audiologists, chiropractors, Christian Science practitioners, dieticians, licensed massage therapists, maxilla-facial surgeons, naturopaths, nutritionists, physical therapists, occupational therapists, speech therapists, behavioral health providers, pathologists and licensed midwives.

Before Plan year 2017 HCA intends to work with the Contractor to fully incorporate behavioral health providers into their networks as Affiliate Providers or Partner Providers to achieve integration of behavioral and physical health services.

**6. Section 2.3, subsection J is modified to read as follows:**

- J. **Monthly Provider Roster Updates.** Starting in 2016, by the fifteenth (15) day each month, the Contractor will provide to HCA a list of additions or removals of ACP Program Providers including all components of the provider roster specifications provided by HCA. The list must include all components of the provider roster specifications provided by HCA and as further described in the Operations Manual.

**7. Section 2.3, subsection Q, Operations Manual is hereby struck from Contract K1471 in its entirety.**

**8. Section 2.3, subsection R is hereby included to read as follows:**

- R. **Foundation for Health Care Quality (FHCQ) Programs: Exception for Cardiac COAP, Spine SCOAP, OB COAP Obligations.** For any Contract provisions relating to COAP, Spine SCOAP and OB COAP obligations, ACP Program Providers are not required to comply with the Contract provision if: (1) an ACP Program Provider does not offer or perform services addressed by those programs (for example if an ACP Program Provider does not perform spinal surgical services, they will not be required to participate in Spine SCOAP); or (2) with HCA's approval, Contractor's agreement with the ACP Program Provider indicates that the ACP Program Provider shall not be

required to comply with the Contract provisions related to COAP, Spine SCOAP and OB COAP obligations.

**9. Section 2.8, subsection A, Performance Criteria table is hereby struck and replaced in its entirety as follows:**

<b>Performance Criteria</b>	<b>Net Savings Payment Reduction in Performance Year 2016</b>	<b>Net Savings Payment Reduction in Performance Year 2017+</b>
After-hours access requirements in Exhibit 1.3(1)(b)	■	■
HCA dedicated Contact Center performance guarantees in Exhibit 1.3(2)(c)	■	■
ACP benefit fair requirements in Contract Section 2.3(F)(iii)	■	■
Welcome packet mailing requirements in Contract Section 2.3(F)(iv)	■	■
Demonstrated progress of ACP Program Providers toward meaningful adoption and use of electronic health records as required in Exhibit 1.1	■	■
An HCA Dedicated Contact Center Services by November 1, 2015 that meets the requirements in Exhibit 1.3.	■	■
A Website/Portal by November 1, 2015 that meets the requirements in Exhibit 1.3(d)	■	■
Received HCA approval of the master implementation work plan required in Exhibit 1.1	■	■

Received HCA approval of the ACP communication plan required in Exhibit 1.1	■	■
Received HCA approval of the CG-CAHPS methodology and sampling plan and plan for reporting on access and timeliness metrics as required in Exhibit 1.1	■	■
Participate in review of Operations Manual as required by Contract Section 2.15	■	■
TOTAL	■	■

**10. Section 2.15 is hereby included to read as follows:**

2.15 OPERATIONS MANUAL

- A. HCA and Contractor shall jointly participate in review of Operations Manual.
- B. HCA and Contractor will begin using an initial version of the Operations Manual by an agreed upon date.
- B. Thereafter HCA and Contractor will collaboratively work on revisions on the operations manual and agree to the effective date of any revisions. Changes to the Operations Manual shall only occur with both parties mutual approval.
- C. The HCA and Contractor will follow the procedures and requirements written in the most recently mutually agreed upon operations manual, which is incorporated by reference into this Contract.

**11. The following definitions in Section 3.37, are hereby amended to include and modify as follows:**

**“Benchmark PEBB Trend Rates”** means the risk adjusted trend for the average PMPM Considered Amount for the PEBB Medical Plans for the non-Medicare risk pool Members excluding those individuals Designated for an ACP.

**“Quality Amendment”** means a written agreement between Contractor and an ACP Program Provider that sets forth the specific care coordination, quality improvement and other care transformation or member experience strategies from this Contract that such ACP Program Provider has agreed to implement or participate in further

collaborative discussions with Contractor and ACP Program Provider, and when appropriate, HCA, about developing and implementing any To Be Determined items in a Quality Amendment during the term of its Partner Provider Agreement or Affiliate Provider Agreement, as applicable. Any Quality Amendment must be acknowledged and agreed to in writing by HCA prior to its effective date.

**12. Exhibit 1.4, Contractor Pre-Launch Activities for 2017 Expansion, is hereby included in the Exhibit 1 Series under Contractor Obligations to read as follows:**

**Exhibit 1.4 Contractor Pre-Launch Activities for 2017 Expansion**

Acceptance of Deliverables

Upon receipt of a deliverable submitted by Contractor, HCA will have an initial period of ten (10) Business Days to review and evaluate the Deliverable for deficiencies. The HCA will provide written acceptance of the deliverable if it has no deficiencies.

If a deficiency is found, the HCA will notify the Contractor of any deficiencies in writing. Contractor will have five (5) Business Days to correct any deficiencies, unless a longer timeframe is mutually agreed to by the parties, and submit the corrected deliverable to HCA. Upon receipt of the corrected deliverable, HCA will have five (5) Business Days to review and evaluate the deliverable for deficiencies. This process will be repeated until the HCA provides written acceptance of the deliverable.

Once a deliverable has been accepted by HCA, the obligations described in the deliverable will be enforceable subject to HCA's rights and remedies contained in this Contract for Contractor's failure to perform.

June 15, 2016

1. Provide notice to HCA of new Partner Providers contracted for 2017 Expansion.
2. Provide to HCA a draft list of ACP Program Providers for the expansion counties including all components of the provider roster specifications provided by HCA. The specifications will include each provider's designation of an ACP for purposes of attribution.

July 15, 2016

1. Provide to HCA an updated list of ACP Program Providers for the expansion counties, including components of the provider roster specifications provided by HCA. The specifications will include each provider's designation of an ACP for purposes of Attribution.
2. For Partner Providers in expansion counties, provide proof of signed Partner Provider Agreements, or provide proof of existing contracts, with Partner Providers listed in Exhibit 4.1 that contain terms and conditions in Exhibit 4.2. Contractor will include the specific Quality Amendment for each Partner Provider.
3. For ACP Program Providers in expansion counties, unless exempted by Contractor with HCA's approval, signed letters of intent for ACP Program Providers to actively join and participate in the following Foundation for Health Care Quality (FHCQ) programs: COAP, Spine SCOAP and OBCOAP.

#### July 30, 2016

1. Provide to HCA a final updated list of ACP Program Providers for the expansion counties including components of the provider roster specifications provided by HCA. After providing the final provider roster, ACP will use the Change Roster process to update HCA with ACP Program Providers.

#### August 1, 2016

1. For providers in expansion counties, unless exempted by Contractor with HCA's approval, submit report on ACP clinic status on achieving Patient Centered Medical Home (PCMH) equivalency to 2011 National Committee for Quality Assurance (NCQA) PCMH Level III standards (identify number and percentage of clinics with seven (7) or more primary care clinician equivalents and their status in achieving 2011 NCQA PCMH accreditation equivalency, including clinics that are on the path to achieve Level III accreditation).

#### August 31, 2016

1. Update HCA Designated Contact Center to include ACP Program Providers in Expansion Counties.
2. Update HCA dedicated customized website/portal for Designated ACP Members to include ACP Program Providers in Expansion Counties.
3. Provide confirmation that previous CG CAHPS methodology and sampling plan applies to expansion counties. If not, resubmit CG-CAHPS methodology and sampling plan, and plan for reporting on access and timeliness metrics. Submit specific details (i.e., data sources, measurement period, etc.) for each report listed in Section 2.3(G) to be finalized by the HCA and Contractor.

#### December 31, 2016

1. Provide HCA with a plan to integrate new providers into ongoing care transformation activities as described in Exhibit 1.2. as per the Quality Amendment of each of the Partner Provider Agreements.

**13. Exhibit 2.5, HCA Pre-Launch Activities for 2017 Expansion, is hereby included in the Exhibit 2 Series under HCA Obligations to read as follows:**

**Exhibit 2.5 HCA Pre-Launch Activities for 2017 Expansion**

For HCA to deliver any of the reports set forth below by the corresponding due date, Contractor must cooperate with HCA and any applicable Plan Supplier in a timely fashion and sign off on data formats for each report and other requirements. Notwithstanding anything in the Contract to the contrary, HCA will not be penalized for any report delivered past its due date if, despite diligent and good faith efforts, Contractor and HCA have been unable to agree on the report format and other applicable requirements.

June 1, 2016

1. Provide summary of Member incentives for open enrollment performed in 2016 (through plan design and contributions) that are different from the prior year.

June 15, 2016

1. Develop and share with Contractor a Communications Plan.

July 31, 2016 or within one week of approval by the PEB Board, whichever is later

1. Finalize Member incentives for the open enrollment performed in 2016 (through plan design and contributions).
2. Provide Contractor with initial statewide ancillary network, HCA will collaborate with the Contractor to determine changes to the statewide ancillary network. Changes shall be completed no later than August 31, 2016.

August 31, 2016

1. Direct the Plan Suppliers to begin to deliver to Contractor's Data Intermediary monthly claims files for medical and pharmacy in the expanded counties, assuming the appropriate Data Sharing Agreements have been executed.

October 30, 2016

1. Establish PCMH target percentages for 2016.
2. HCA loads final statewide ancillary network.

**14. Exhibit 4.1 is hereby struck and replaced in its entirety to read as follows:**

**Exhibit 4.1 ACP Partner Providers List**

The following are Partner Providers of the Contractor's ACP:

- Edmonds Family Medicine
- EvergreenHealth Partners
- MultiCare Connected Care
- Overlake
- Seattle Children's Hospital
- VMMC

2017 Expansion Partner Providers:

- Signal Health
- Rockwood Clinic

All other terms and conditions of this Contract remain in full force and effect.