

**Addendum To
MASTER SERVICES AGREEMENT**

Project-Specific Agreement

THIS PROJECT SPECIFIC AGREEMENT (this “PSA”) is an addendum to the Master Services Agreement which your organization agreed to on July 2, 2018, an agreement by and between North Sound Accountable Community of Health, a Washington non-profit corporation (“ACH”), and Snohomish Health District (“Participant”). ACH and Participant will collectively be referred to in this PSA as the “Parties.”

ACH and Washington State Health Care Authority entered into a Contract for Accountable Community of Health, HCA Contract Number: K2297, dated June 27, 2017 (the “Contract”). Pursuant to the Contract, ACH is providing technical support and financial payments to participants that establish and implement plans to transform the health care delivery system consistent with the purpose established in the Contract. At the time of enrollment, Participant was required to enter into a Master Services Agreement with ACH (the “MSA”).

This addendum is a Project-Specific Agreement as required under the MSA and is intended to supplement the MSA.

NOW, THEREFORE, in consideration of the mutual promises contained in this PSA and the promises contained in the MSA the parties agree as follows:

1. Project. The project and the specific terms of the project (including but not limited to milestone and performance metrics for the project) are fully described on the attached Exhibit “A” (the “**Scope of Work**”). The Scope of Work is incorporated by this reference and is a part of this PSA.
2. Payment. There is no guarantee of payment to Participant by the ACH. Payments are earned by reporting progress toward agreed upon milestones, strategies and tactics as laid out in Exhibit A. Earned payments will be issued at least twice each year, with distribution determined by progress achieved.
3. Reporting. Reporting will be requested by the ACH and completed by the Participant via a North Sound ACH reporting portal. As part of gathering qualitative data from Participants, site visits will be conducted by the ACH on at least an annual basis. Participant shall be notified of meeting dates, agendas and any requested materials beforehand.
4. Term. The term of this agreement is from January 1, 2019 through December 31, 2021.
5. Contract Compliance. Participant acknowledges receipt of the Contract and understand the terms and requirements included in the Contract. All action or inaction of Participant shall not cause ACH to be in violation or breach of the Contract.
6. Insurance. During the term of this PSA, Participant must maintain comprehensive general liability insurance, workers compensation coverage, and errors and omissions coverage in the amounts described as follows:
 - 6.1. General Liability Insurance Policy - Provide a General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising

out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Participant is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 6.2. Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 6.3. Industrial Insurance Coverage or Worker’s Compensation Coverage - Provide or purchase industrial insurance coverage for the Participant’s employees, as may be required of an “employer” as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this PSA.
- 6.4. The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this PSA, Participant must provide written notice of such to ACH within one (1) Business Day of Participant’s receipt of such notice. Failure to buy and maintain the required insurance may, at ACH’s sole option, result in this Contract’s termination.
- 6.5. Upon request, Participant must submit to ACH a certificate of insurance that outlines the coverage and limits defined in this section. If a certificate of insurance is requested, Participant must submit renewal certificates as appropriate during the term of the PSA.

7. Protected Health Information (“PHI”). The Parties agree that PHI is not necessary to effectuate or perform this Agreement. To comply with Federal and State law for the protection of PHI, ACH agrees that it will not request PHI from Participant and Participant agrees that it will not release PHI to ACH. Further, the parties agree that Participant may withhold or redact documents that contain PHI.

8. Termination. In the event of breach of this PSA, ACH may elect, in the sole and unrestricted discretion of ACH, without further notice to terminate this PSA. Termination of this PSA is not necessarily a termination of the MSA. The MSA must be terminated pursuant to the terms of the MSA. In the event of termination of the MSA, this PSA shall be deemed simultaneously terminated.

9. Breach/Remedies. Failure to perform the Project Plan or any other obligations included in this PSA shall be a breach of this PSA. A breach of this Agreement shall be a breach under the MSA and a breach under the MSA shall be a breach under this Agreement. In the event of breach of the MSA or this PSA, and the parties are unable to resolve the dispute according to Article V of the MSA, the non-breaching party may seek damages as its sole remedy.

10. Modification of Terms. Except as modified in this PSA all other terms of the MSA shall remain in full force and effect. In the event of a conflict in the terms of this PSA and the MSA the terms of this PSA shall apply.

11. Signatures:

Participant Signature

Printed Name and Title

Date Signed

North Sound ACH Signature

Printed Name and Title

Date Signed