

DSRIP MASTER SERVICES AGREEMENT

This DSRIP Master Services Agreement (this “Agreement”), entered into on the {____} day of {____}, 2015, describes the terms and conditions under which {_____} (“Participant”) will become a partner in the Delivery System Reform Incentive Payment (“DSRIP”) Program Performing Provider System (“PPS”) led by St. Barnabas Hospital (“SBH”). SBH and Participant are referred to each as a “Party” and collectively as the “Parties.” Unless otherwise defined below, capitalized terms used herein have the meanings set forth in **Exhibit 1 (Definitions)**.

The DSRIP Program is a partnership between New York State (the “State”) and the federal government. Consistent with the special terms and conditions issued by the federal government to govern the DSRIP Program (“Special Terms and Conditions”), the State will receive funds to distribute in the form of incentive payments to groups of providers (“Performing Provider Systems” or “PPS”) to restructure the health care delivery system, with the primary goal of reducing avoidable hospital use by 25% over five years. Under the Special Terms and Conditions, the State will receive funds from the federal government contingent on the State meeting predefined milestones and metrics. The State will enter into a DSRIP Agreement with each PPS, and pursuant to such DSRIP Agreement, the State will pay the PPS based upon the PPS achieving defined results in system transformation, clinical management and population health.

SBH has been approved by the State to lead the Bronx Partners for Healthy Communities (“BPHC”) PPS. Pursuant to the DSRIP Agreement, the BPHC PPS will participate in ten projects intended to restructure the health care delivery system, including among others implementing an emergency department triage program for at-risk populations, integrating primary care and behavioral health services, and establishing a home-based asthma self-management program. Additional details and requirements related to the projects are attached as schedules to this Agreement.

The BPHC PPS will operate as a contractual joint venture among SBH, Participant, and Partners. The BPHC PPS is not a separate corporate entity. SBH has established a governance structure to promote a transparent and participatory decision making process. SBH, in its capacity as fiduciary for the BPHC PPS, will retain rights to approve decisions made through the governance structure, including, but not limited to, the right to approve the allocation of DSRIP Funds among SBH and the Partners.

In addition to acting as the fiduciary for the BPHC PPS, SBH or its designee will also (a) be the primary point of contact with the State for DSRIP-related communications; (b) operate a CSO within SBH to support BPHC PPS; (c) pursuant to the DSRIP Agreement, receive DSRIP Funds from the State; and (d) distribute DSRIP Funds to Partners, including Participant, consistent with the terms of this Agreement.

This Agreement, including all attached exhibits, schedules and attachments, establishes the rights and responsibilities of Participant and SBH with respect to participation in the DSRIP Program through the BPHC PPS.

1. Terms of Participation. When participating in the DSRIP Program and the BPHC PPS, Participant will comply with the terms and conditions set forth in **Exhibit 2 (Legal Terms)**.

2. Roles and Responsibilities

2.1 *Roles and Responsibilities of SBH.* SBH will have the following roles and responsibilities with respect to the DSRIP Program, in each case in accordance with and subject to this Agreement, the DSRIP Agreement and applicable law:

2.1.1. Entering into the DSRIP Agreement.

2.1.2. As fiduciary under the DSRIP Agreement, collecting DSRIP Funds and distributing such DSRIP Funds to SBH or its designee and the Partners, including Participant, in accordance with Section 6.

2.1.3. Obligating and enforcing compliance by the Partners, including Participant, with the terms and conditions of the DSRIP Agreement.

2.1.4. Managing the finances relating to the DSRIP Program in an equitable and transparent manner.

2.1.5. Implementing transparent and participatory processes with respect to decision-making, funds allocation and accounting.

2.1.6. Preparing and filing such reports to the State as are required under the DSRIP Agreement.

2.1.7. Keeping Partners, including Participant, informed of all DSRIP related communications received by SBH from the State, facilitating communication among the Partners regarding DSRIP matters, and updating Partners on any developments with other entities in relation to value-based purchasing initiatives.

2.1.8. Operating a CSO within SBH to support BPHC PPS.

2.2 *Roles and Responsibilities of Partners.* Partners, including Participant, will have the following roles and responsibilities with respect to the DSRIP Program, in each case in accordance with, and subject to, this Agreement, the DSRIP Agreement and applicable law:

2.2.1. Pursuant to Section 7 of Exhibit 2 (Legal Terms), adhering to all applicable Policies and Procedures and other instructions, methodologies or guidance established by the Executive Committee or a Sub-Committee in accordance with the Governance Process, to the extent not in violation of privacy rights of third parties and provided that no Party shall have an obligation to waive applicable attorney-client, auditor-client, or other legal privilege.

- 2.2.2. Participating in governance and decision-making in accordance with the Governance Process.
- 2.2.3. Utilizing any Participant Service Obligation Funds solely for the purposes for which they were allocated.
- 2.2.4. Reinvesting any Community Good Pool Funds to support the DSRIP Program.
- 2.2.5. Expending DSRIP Funds only in accordance with all Legal Requirements;
- 2.2.6. Reporting to SBH any exclusion from participation in any federal or state health care programs of the Participant or any of its executives or employees, including but not limited to, any serving in any capacity in the governance structure , any investigation of the Participant or any such individual and any conviction of, or award of a civil judgment against, the Participant or any of such individuals in connection with any fraud or other inappropriate activity concerning any federal or state health care programs.

3. Governance

- 3.1 *PPS Governance.* The BPHC PPS will be governed by an Executive Committee, which will be supported by the Finance and Sustainability Sub-Committee, the Quality and Care Innovation Sub-Committee, the Information Technology Sub-Committee, the Workforce Sub-Committee and such other sub-committees as may be established by the Executive Committee. The BPHC PPS will have a Nominating Committee that is responsible for recommending members of the Executive Committee and the Sub-Committees. The Governance Process describes the responsibilities of each committee, the process for appointing members to each committee, and the consensus-based decision making process of each committee.
- 3.2 *Project Advisory Committee.* The BPHC PPS will also have a Project Advisory Committee, as required by DSRIP, that consists of the members of the Executive and Nominating Committees, and Finance and Sustainability, Information Technology, Quality and Care Innovation, Workforce and other Sub-Committees as may be established by the Executive Committee. The Project Advisory Committee will be advisory to the Executive Committee and the Sub-Committees.
- 3.3 *SBH Authority.* Notwithstanding anything to the contrary set forth in this Section 3, in its capacity as fiduciary, SBH will have the right to approve certain decisions made by the Executive Committee and the Sub-Committees, as specified in the Governance Process.

4. Projects

- 4.1 *Participation in Projects.* The State has established a menu of delivery system transformation activities in which each PPS may choose to participate. In the Application, SBH selected ten delivery system transformation activities. Participant will participate in the delivery system transformation activities listed on **Schedule A**

(Projects) (the “Projects”). Participant’s obligations with respect to each such Project will be set forth in **Schedule A (Projects)**, which will be agreed upon and executed by SBH and Participant, and will be deemed incorporated into this Agreement by reference. SBH and Participant may mutually agree to and execute addendums to **Schedule A (Projects)** throughout the term of this Agreement.

- 4.2 *Compliance with Project-Specific Requirements.* Participant will comply with all Project-specific requirements and perform all applicable Project-specific functions described in **Schedule A (Projects)**, including, but not limited to, any specified reporting requirements.
- 4.3 *Compliance with Clinical Processes and Guidelines.* Participant will also comply with all Clinical Processes and Guidelines related to the Projects.

5. Provision of Centralized Services by SBH

- 5.1 SBH or its designee will provide services to the Executive Committee, the Sub-Committees, and the Partners to support the DSRIP-related activities and participation in the BPHC PPS.
- 5.2 SBH or its designee will be compensated with DSRIP Funds, to the extent available, for its provision of such services.

6. Payments

- 6.1 *Payments for DSRIP-Related Project Costs.* Subject to Sections 6.3, 6.4, 6.5, and 6.6 of this Agreement, Participant may be compensated for DSRIP-related Project costs from a pool of funds referred to as the Participant Service Obligation Funds (such payments, “PSO Fund Payments”). The Financial and Sustainability Sub-Committee will develop a methodology, subject to the approval of the Executive Committee, for distributing PSO Fund Payments from the Participant Service Obligation Funds to Participant, other Partners, and SBH. Participant acknowledges and agrees that Participant may not be compensated for all costs and expenses incurred by Participant in connection with participation in the DSRIP Program and the BPHC PPS.
- 6.2 *Additional Payments.* Subject to Sections 6.3, 6.4, 6.5, and 6.6 of this Agreement, Participant may receive incentive payments from a pool of funds referred to as the Community Good Pool Funds (such payments, “CGP Fund Payments”). CGP Fund Payments may be distributed to Partners as compensation for (a) revenue lost in implementing the DSRIP Program through changes such as a reduction in bed capacity, closure of a clinic site, or other significant changes in existing business models, and (b) as bonus payments to reflect contributions to DSRIP goals such as BPHC PPS performance on specified cost, quality, and coordination measures. The Financial and Sustainability Sub-Committee will develop a methodology, subject to the approval of the Executive Committee, for distributing CGP Fund Payments from the Community Good Pool Funds to Participant, other Partners, and SBH. Participant acknowledges and agrees that Participant may not receive CGP Fund Payments.

- 6.3 *Payments Contingent on PPS Performance.* In accordance with the DSRIP Agreement, the BPHC PPS is eligible to receive DSRIP Funds from the State only if and to the extent the BPHC PPS achieves predetermined process milestones or performance outcomes. Participant acknowledges and agrees that Participant will receive PSO Fund Payments, CGP Fund Payments or any other payments related to the DSRIP Program (collectively, “DSRIP Partner Payments”) from the BPHC PPS only after and to the extent the BPHC PPS receives DSRIP Funds from the State in accordance with the DSRIP Agreement. If the State does not pay to the BPHC PPS the amount of DSRIP Funds that is necessary to pay in full the distributions described in Section 6.6 of this Agreement for any reason, including, but not limited to the BPHC PPS’s failure to achieve the milestones or performance outcomes, termination of the DRSIP Agreement for any reason or the termination of the DSRIP Program, SBH will have no obligation to make DSRIP Partner Payments to Partners, including, Participant in excess of DSRIP Funds actually received.
- 6.4 *Payments Contingent on Participant Performance.* SBH’s payment of DSRIP Partner Payments to Participant is contingent on Participant complying with the terms of this Agreement and achieving milestones and performance outcomes established in **Schedule A (Projects)**. If the State pays the BPHC PPS DSRIP Funds but Participant (i) fails to comply with the terms of this Agreement, such as by failing to comply with reporting obligations or (ii) fails to achieve milestones and performance outcomes established in **Schedule A (Projects)**, SBH will have no obligation to make any DSRIP Partner Payments to Participant.
- 6.5 *Reduction of Payments for Participation in Another PPS.* SBH will have the right to reduce the amount of DSRIP Participant Payments in accordance with Section 12.16 of **Exhibit 2 (Legal Terms)**.
- 6.6 *Priority of Payments.* If and to the extent the State pays the BPHC PPS DSRIP Funds, SBH will distribute such DSRIP Funds in the priority order described below:
- 6.6.1. SBH will first be compensated for its role in accounting for and distributing DSRIP Funds in accordance with a methodology developed by SBH or its designee and subject to review and approval by the Executive Committee.
- 6.6.2. SBH or its designee will then be compensated for its provision of centralized services in accordance with a Project- and task-specific budget that will be developed by SBH or its designee and subject to review and approval by the Executive Committee.
- 6.6.3. Subject to Section 6.4, SBH will then make PSO Fund Payments to Participant, other Partners, and SBH in accordance with Section 6.1 of this Agreement.
- 6.6.4. Subject to Section 6.4, SBH will then make CGP Fund Payments to Participant, other Partners, and SBH in accordance with Section 6.2 of this Agreement.

7. Exhibits and Schedules

- 7.1 *Incorporation with Agreement.* The Exhibits and Schedules attached hereto are fully incorporated into this Agreement and are binding on Participant and SBH.
- 7.2 *List of Exhibits and Schedules.* The following Exhibits and Schedules are attached to this Agreement and are hereby incorporated by reference:
- 7.2.1. Exhibit 1: Definitions
 - 7.2.2. Exhibit 2: Legal Terms
 - 7.2.3. Exhibit 3: Business Associate Agreement
 - 7.2.4. Exhibit 4: Confidentiality Addendum
 - 7.2.5. Schedule A: Projects

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this DSRIP Master Services Agreement to be executed by their respective authorized signatories on the date first above written.

St. Barnabas Hospital

{PARTICIPANT}

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

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