

DSRIP MASTER SERVICES AGREEMENT BY AND AMONG NEW YORK CITY HEALTH AND HOSPITALS CORPORATION, HHC ASSISTANCE CORPORATION D/B/A ONECITY HEALTH SERVICES AND THE PARTICIPANT NAMED BELOW IN CONNECTION WITH THE HHC-LED PPS UNDER THE DSRIP PROGRAM

**PHASE III SCHEDULE B
AND FIRST AMENDMENT TO THE MASTER SERVICES AGREEMENT**

This amendment of, and Phase III Schedule B to, the DSRIP Master Services Agreement (“Phase III Schedule B”), effective January 1, 2018 (the “Effective Date”) is made and entered into by and among the New York City Health and Hospitals Corporation (“NYC Health + Hospitals”), HHC Assistance Corporation D/B/A One City Health Services (“OneCity Health Services”) and [REDACTED] (“Participant”) (each a “Party” and collectively the “Parties”).

A. Amendment

The Master Services Agreement (the “MSA”) is hereby amended as follows. The remainder of the MSA shall continue in full force and effect.

1. Indemnification.

Section 4 of MSA Exhibit 4 with regard to the indemnification of NYC Health + Hospitals and the CSO shall apply to agencies and departments of the State of New York which are Partners in OneCity Health PPS, only to the extent of any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the agency or of its officers or employees.

2. Arbitration.

Section 9.2 of MSA Exhibit 2 with regard to the referral of disputes to arbitration shall not apply to any Partner of OneCity Health PPS.

3. Requirement for Immediate Removal of Provider on Excluded Provider List.

Section 5.1.1 of MSA Exhibit 2 shall be amended such that Participant warrants and represents that at the time of entering into this Agreement, neither it nor any of its owners, directors, officers, employees, contractors, subcontractors or agents are ineligible persons identified on (x) the General Services Administration’s List of Parties Excluded from Federal Programs (available through the internet at <http://www.epls.gov/> or its successor), or as otherwise designated by the federal government, (y) the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://www.oig.hhs.gov/fraud/exclusions.asp> or its successor), or as otherwise designated by the federal government, or (z) the New York Office of the Medicaid Inspector General Medicaid Terminations and Exclusions (available through the internet at <http://www.omig.ny.gov/fraud/medicaid-terminations-andexclusions> or its successor), or as otherwise designated by the State of New York. Participant shall screen its owners, directors, officers, employees, contractors, subcontractors, agents, and any other types of individuals or entities identified under the DSRIP compliance program against such lists

prior to employing or contracting with such individuals or entities and thereafter on a monthly basis. Participant shall have an obligation to (1) immediately notify HHC of such ineligible person or entity status; and (2) **immediately remove such individual or entity from responsibility for, or involvement with, business operations related to this Agreement.**

B. Term

Notwithstanding any other provision of the MSA, this amendment of, and Phase III Schedule B to, the MSA, is effective January 1, 2018 through March 31, 2020.

For the purpose of this Phase III Schedule B, "Performance Period 1" means the time period encompassing January 1, 2018 through December 31, 2018.

C. Partner Type

Participant is designated a specific Partner Type for contracting purposes.

Participant	Partner Type
Participant Name	Partner Type

D. Maximum Valuation

Under this Phase III Schedule B, "Total Maximum Valuation" means the total sum of money Participant is eligible to earn for the defined Performance Period. Participant will earn payments based on its performance and the overall performance of OneCity Health PPS. Performance is evaluated using both Process and Patient Engagement Metrics and Outcome Measures. Specific Process and Patient Engagement Metrics and Outcome Measures are outlined in Section F.

Participant's Total Maximum Valuation for Performance Period 1 is as follows:

Performance Period 1	Total Maximum Valuation
January 1, 2018 – December 31, 2018	\$X
Note: Phase III Participation Metric, Ten (10%) percent (included in Maximum Valuation above)	\$A

Upon successful completion of at least of fifty (50%) percent of all Process Metric requirements, participant shall be eligible for payment based on Outcomes Measures. For purposes of calculating the fifty (50%) percent threshold, the following metrics (if they appear in this Phase III Schedule B) will be excluded: N007, PS007, PS008, PS009, and PS010. Participant shall be eligible for payment based on Outcomes Measures as outlined in Section F., provided that OneCity Health PPS achieves its own Outcome Measures as determined by New York State Department of Health ("NYS DOH"). If OneCity Health PPS fails to achieve its Outcome Measures, Participant will be ineligible to earn funds allocated to Outcome Measures as outlined in Section F, despite its satisfaction of fifty (50%) percent of its own Process Metrics.

E. Participation Requirements

The success of OneCity Health PPS is contingent upon the full engagement of its Partners and timely adherence to NYS DOH requirements. For this reason NYC Health + Hospitals will hold the Partners, including Participant, to a baseline standard of participation to ensure overall OneCity Health PPS success.

NYC Health + Hospitals expects all Partners to engage meaningfully in OneCity Health PPS activities and webinars, report in a complete and timely fashion, adhere to the guidelines outlined in the Phase III Schedule B Implementation Summaries and Project Implementation Guidelines and cooperate with NYC Health + Hospitals and OneCity Health Services in all efforts to gather information required for reporting broader PPS activities. Participation and reporting activities will be tracked by OneCity Health Services. All tracked items will be viewed as indicators of Participant's engagement and will be used to inform future contracting decisions. Participant is expected to demonstrate engagement through performing such activities to the best of its ability. Failure to demonstrate engagement with OneCity Health PPS may result in the exclusion of Participant from future Schedules or contracts, at the discretion of NYC Health + Hospitals operating in accordance with the OneCity Health PPS governance procedures outlined in Exhibit 3 to the MSA.

To participate in the Phase III Schedule B, the Participant shall do the following by the deadlines specified:

1. Ensure that a current IRS W-9 form is on file with OneCity Health PPS, and provide an updated IRS W-9 form if any of the information on the IRS W-9 form changes by each of March 31, 2018; March 31, 2019; and March 31, 2020.
2. Complete the OneCity Health Compliance Attestation by each of June 30, 2018; June 30, 2019; and March 31, 2020.
3. Complete the OneCity Health NPI Update Survey by each of June 30, 2018; June 30, 2019; and March 31, 2020.
4. Complete the NYC Health + Hospitals Vendor Demographics Form.

If Participant has not completed the four requirements specified above, NYC Health + Hospitals may suspend all payments and terminate the Participant's Phase III Schedule B.

F. Process Metrics and Outcome Measures

1. Process Metrics

A Process Metric is a defined measurement of reporting, documentation, attestation or similar activities to support OneCity Health PPS in achieving NYS DOH DSRIP program requirements. To ensure the success of OneCity Health PPS, the Participant will be incentivized for such performance as measured by a set of Process Metrics reflecting requirements for meeting DSRIP goals for each Performance Period.

The following Process Metrics will be required for completion by Participant during Performance Period 1. Upon successful completion of a Process Metric in accordance with the Phase III Comprehensive Schedule B Project Implementation Summaries, Project Implementation Guidelines and to the satisfaction of OneCity Health Services, Participant

is eligible for payment of the Maximum Valuation assigned to it. The total dollars earned will be determined by adding the Maximum Valuation for each successfully achieved Process Metric listed below.

The eligible Maximum Valuation listed applies only to Performance Period 1. The eligible Maximum Valuation for Performance Period 2 will be updated by OneCity Health Services prior to January 1, 2019.

2. Process Metric Details

The table below provides additional details for certain of the Process Metrics required for completion by Participant. This table does not contain all of the Process Metrics required for completion by Participant (which are listed in section F1 above).

3. Participant Outcome Measures

An Outcome Measure is a distinct measure of clinical, patient experience, case management or similar performance required by NYS DOH to be achieved and reported as part of the DSRIP program. Successful achievement of such Measures is required of OneCity Health PPS for it to earn DSRIP funds. Participant will be compensated for Outcome Measures only if OneCity Health PPS successfully achieves the Outcome Measures as required by NYS DOH. For the Performance Period indicated, OneCity Health PPS will focus its efforts on a prioritized subset of Outcome Measures.

Participant is eligible to earn the Maximum Valuation associated with each Outcome Measure below after the successful completion of at least 50% of its Process Metrics (excluding N007, PS007, PS008, PS009, and PS010), and provided that OneCity Health PPS is also successful in achieving each Outcome Measure applicable to OneCity Health PPS as determined by NYS DOH.

G. Payment

1. Phase III Participation Metric

A 10% Phase III Participation Metric Payment to provide working capital may be earned by Participant by signing and submitting the Phase III Schedule B and NYC Health + Hospitals Vendor Demographics Form by February 23, 2018.

2. Invoicing

Participant is responsible for quarterly submissions of invoices using a template provided by OneCity Health Services, unless an alternative deadline or format is indicated by OneCity Health Services. Payment to Participant will be made only after the associated funds have been received from NYS DOH and pursuant to the calculation of the Total Maximum Valuation earned as outlined above.

2. Void Payment

OneCity Health Services reserves the right to perform random audits of Participant's submissions to ensure accuracy and compliance in accordance with the OneCity Health PPS Phase III Schedule B Project Implementation Summaries and Project Implementation Guidelines and reporting requirements. Should OneCity Health Services find that Participant has failed to meet any requirement for which it has attested compliance, OneCity Health Services reserves the right to void Participant's Phase III Schedule B and void any payments for metrics, earned or unearned, by Participant.

OneCity Health Services also reserves the right to request that Participant return any payments previously made under this Phase III Schedule B. Payments from prior contracting arrangements outside of this Phase III Schedule B will not be affected.

I. Use of Information Technology Platforms

Participant shall:

1. Adhere to information sharing and patient consent procedures mandated by OneCity Health Services and comply with all applicable federal, state or local statutes or regulations;
2. Adhere to user activation and deactivation processes mandated by OneCity Health Services for utilized information technology (IT) platforms; and
3. Immediately inform OneCity Health Services of the termination and/or resignation of any employee that had access to OneCity Health Services sponsored IT platform as soon as such information is known, but no later than seven (7) calendar days after the last day of employment.

J. Program Oversight

1. For the purpose of this Section, "patient" means an individual who is identified, referred or offered health care services by Participant with respect to any project adopted by the OneCity Health PPS.
2. For the purpose of this Section, "GSI" means a web-based documentation and data management IT platform that is provided by OneCity Health Services.
3. Participant shall, as applicable or deemed necessary by OneCity Health Services:
 - a. Participate in meetings telephonically or in person with OneCity Health Services;
 - b. Prior to assigning any employee, agent or independent contractor to complete any activities specified in this Schedule B, the Participant shall ensure that each such individual meets the minimum training requirements outlined in the Phase III Schedule B Project Implementation Summaries prior to the assignment of patients to each individual. Participant shall submit evidence of compliance with the training requirements to OneCity Health Services and maintain the training records for six (6) years. OneCity Health Services may audit Participant's training records to verify compliance;

- c. Conduct ongoing quality assurance as outlined in the Phase III Comprehensive Schedule B Project Implementation Summaries and Project Implementation Guidelines;
- d. Prior to assigning any employee, agent or independent contractor to complete any activities specified in this Phase III Schedule B, Participant shall conduct a criminal history background check (a “Background Check”) on such person covering the three (3) years prior to such proposed assignment. The Background Checks shall include, for residents of New York State, a criminal history record search of the State Office of Court Administration’s records for all sixty-two (62) State counties. In addition, Participant shall conduct a Background Check through the records of any other state in which the person resided during the last three (3) years. Participant shall be required to perform a more extensive Background Check in accordance with relevant State, City and Federal guidelines and as directed by OneCity Health, on workers who will have direct contact with mentally ill or minor patients, provide nursing home or home health care services or in certain other situations. Participant shall also comply with all applicable federal, state or local statutes or regulations regarding Background Checks. Participant shall submit evidence of compliance with the Background Check requirements to OneCity Health Services and maintain the Background Check reports for six years. OneCity Health Services may audit Participant’s Background Check records to verify compliance;
- e. In accordance with the terms of the DSRIP Master Services Agreement, Exhibit 2, Legal Terms § 5.1, and the New York Department of Health and the Office of Medicaid Inspector General Guidance, Partner represents that it has performed exclusion screening on all of its workforce members and suppliers involved with or otherwise associated with the OneCity Health DSRIP Program against the following three exclusion lists:
 - (a) OIG List of Excluded Individuals and Entities (“LEIE”) <http://exclusions.oig.hhs.gov> ;
 - (b) OMIG List of Excluded/Restricted or Terminated Individuals or Entities <https://www.omig.ny.gov/search-exclusions>; and
 - (c) General Services Administration System for Award Management (“SAM”) <https://www.sam.gov/portal/public/SAM>

Partner further agrees to perform above exclusion screening on a monthly basis.

- f. Adhere to information sharing and patient consent procedures mandated by OneCity Health Services and comply with all applicable federal, state or local

- statutes or regulations governing privacy and confidentiality of health information;
- g. Adhere to user activation and deactivation processes mandated by OneCity Health Services for utilized IT platforms;
 - h. Support infrastructure with minimum GSI platform requirements; and
 - i. Require users of GSI to attend a one-day in-person training.
4. To support Participant in carrying out these activities, NYC Health + Hospitals, either directly or through OneCity Health Services, will perform the following activities, as applicable:
- a. Obtain the necessary rights to use GSI;
 - b. Create and maintain the Phase III Schedule B Project Implementation Summaries and Project Implementation Guidelines;
 - c. Obtain an appropriate authorization from each Patient prior to referring such patient to Participant;
 - d. Provide GSI User Training;
 - e. Identify training resources/programs consistent with the Phase III training requirements;
 - f. Establish processes and requirements for the following:
 - i. Reporting as outlined in the OneCity Health PPS Partner Reporting Manual;
 - ii. Processing invoices for payment;
 - iii. Information sharing and patient consent; and
 - iv. GSI User activation and deactivation.

K. OneCity Health Services

1. OneCity Health Services may act, from time to time, on behalf of NYC Health + Hospitals and any performance required under this Phase III Schedule B by NYC Health + Hospitals may, at its option, be performed by OneCity Health Services.
2. Payment made to Participant by NYC Health + Hospitals, in whole or in part, is dependent on Participant meeting the specified Process and Patient Engagement Metrics and Outcome Measures, deadlines, and protocols to the standards of NYS DOH and/or OneCity Health Services. OneCity Health Services may audit Participant's reporting documents to evaluate the validity and accuracy of the submissions for determination of payment

L. Participant Acknowledgment

1. NYC Health + Hospitals and/or OneCity Health Services may modify the Phase III Schedule B Project Implementation Summaries and Project Implementation Guidelines as necessary to reflect changes in NYS DOH requirements or developments within OneCity Health PPS as projects are administered. Any such changes will be made only on a non-discriminatory basis so that they apply to all Partners engaged in a Project and shall be made only after previous written notice is given to all potentially impacted Partners.
2. By signing this Phase III Schedule B, Participant commits to achieving the Participation Requirements in Section E and Metrics and Measures in Section F to the best of its ability.
3. This Phase III Schedule B must be signed and returned to OneCity Health Services within forty –five (45) days after the effective date, after which date Participant will have forfeited the opportunity for involvement in the Performance Period governed by this Phase III Schedule B, unless otherwise determined by OneCity Health Services.

AGREED TO:

New York City Health and Hospitals Corporation Signature:

Name:

Title:

Date:

Participant: [Partner Name]

Signature:

Name:

Title:

Date: