

PHASE I FACILITY TRANSFORMATION AGREEMENT

This Phase I Facility Transformation Agreement (the “Agreement”) is made and entered into as of the ___ day of [_____], 201__ (the “Effective Date”) by and among _____, a New York Corporation licensed under Article 44 of the New York Public Health Law (“Plan”), [INSERT NAME OF HOSPITAL], a New York Not-for-Profit Corporation (“Facility”) licensed under Article 28 of the New York Public Health Law, and [INSERT NAME OF PPS LEAD], a New York [Not-for-Profit] [Corporation] [LLC] approved as a Performing Provider System by the New York State Department of Health (“PPS”), (“Plan,” “Facility,” and “PPS” may be individually referred to as “Party” and collectively referred to as the “Parties”).

RECITALS

WHEREAS, Plan is duly licensed as a managed care organization under Article 44 of the New York Public Health Law to arrange for the provision of certain covered health care items and services for applicable individuals pursuant to the terms and conditions of Plan’s contract to participate in the Medicaid Managed Care program (“Medicaid Contract”) with the New York State Department of Health (“DOH”) to administer all or a portion of the health care services under the Medicaid Managed Care program; and

WHEREAS, Plan has agreed to participate in the Value Based Purchasing Quality Improvement Plan (“VBP QIP”) program pursuant to terms and conditions established by DOH to work with PPS and Facility to support the administration of the Delivery System Reform Incentive Payment (“DSRIP”) program through funds distribution, assistance with the development of a Facility Transformation Plan (“Transformation Plan”) to facilitate the transition of Facility’s operations to support a Value-Based Payment (“VBP”) contracting model, and oversight of Transformation Plan implementation efforts; and

WHEREAS, Facility is duly licensed as a [_____] under Article 28 of the New York Public Health Law to provides or arrange for the provision of health care items and services to the general public by health care providers employed by or subcontracted with Facility; and

WHEREAS, Facility has entered into an agreement with Plan to provide or arrange for the provision of health care items and services to individuals enrolled with Plan pursuant to the Medicaid Contract (a “Participating Provider Agreement”); and

WHEREAS, Facility is a DSRIP eligible provider and is a Participant in the PPS network formed to support implementation of the DSRIP program; and, with the assistance of the PPS, is responsible for developing a Transformation Plan subject to Plan review and approval; and

WHEREAS, PPS has been duly approved by DOH as a performing provider system participating in the DSRIP Program; and

WHEREAS, PPS has agreed to assume responsibility for submitting a Transformation Plan developed by Facility to the Plan for Plan’s review and approval; and

WHEREAS, DOH has established a Facility Plan Transformation Template (the “Template”), as set forth in Exhibit A, attached hereto and incorporated herein;

WHEREAS, DOH deems it in the best interest of Medicaid enrollees and the State of New York for Plan, Facility and PPS to collaborate on the implementation of a Transformation Plan in conjunction with and in alignment with the DSRIP program;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
RELATIONSHIP OF THE PARTIES**

1.1 The Parties acknowledge the following:

(a) Plan acknowledges that DOH has authorized Plan as a participant in the VBP QIP program to work with PPS in the administration of the DSRIP program through the oversight of a Transformation Plan to advance Facility's operations to a VBP model. Plan hereby agrees to distribute funds to PPS subject to the PPS's completion of the responsibilities set forth in Section 2.3, below.

(b) Facility acknowledges and agrees that it (i) has entered into a Participating Provider Agreement with Plan and (ii) it is a participant in the PPS with which it has been paired for the purpose of the VBP QIP initiative. Facility further acknowledges and agrees that it shall cooperate with Plan and PPS, as applicable, in developing and implementing a Transformation Plan by completing the responsibilities described in Section 2.2, below, within the prescribed timeframes.

(c) PPS acknowledges and agrees that DOH has authorized PPS to participate in the DSRIP program. PPS hereby agrees to assist Facility in developing and implementing a Transformation Plan by completing the responsibilities described in Section 2.3, below, within the agreed upon timeframes and to distribute funds to Facility subject to Facility's completion of the responsibilities set forth in Section 2.2, below.

1.2 Medicaid Contract. The Parties acknowledge that this Agreement shall not relieve Plan or Facility of any responsibility for the performance of their respective duties as a licensed managed care organization under Article 44 of the Public Health Law, or a provider licensed under Article 28 of the Public Health Law, or either Party's obligations under an applicable the Medicaid Contract to arrange for or provide health services to applicable individuals. Plan, PPS and Facility shall each ensure that tasks related to this Agreement are performed in accordance with the terms of the Medicaid Contract.

1.3 Independent Contracting Relationships. Plan and PPS shall respectively serve as independent contractors of DOH under the Agreement in performing the services described in this Agreement and no obligation for services between Plan and PPS shall exist other than those specifically described herein. Facility shall continue to serve as an independent contractor of Plan pursuant to the Participating Provider Agreement between Plan and Facility. Each Party shall have the exclusive right to select, engage, fix the compensation of, discharge and to otherwise manage, supervise and control any persons hired by it, unless otherwise stated herein, and shall be responsible for all obligations and discharge all liabilities imposed under labor, wage and hour, workers' compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations. Notwithstanding any other provision of this paragraph, this Agreement does not create a joint venture arrangement. Neither Plan, PPS nor Facility are and will not be deemed to be partners, joint venturers, co-venturers, or employer and employee, and no Party shall be liable either primarily or as guarantor for the debts or other obligations of any other Party.

1.4 Cooperation. Plan shall cooperate in good faith with PPS so that PPS and Facility may reasonably develop and implement a Transformation Plan. PPS shall cooperate in good faith with Facility so that it may develop a Transformation Plan, and with Plan so that Plan may reasonably perform its duties under this Agreement. Facility shall cooperate in good faith with Plan and PPS to develop and implement the Transformation Plan.

1.5 Phase II Agreement. The Parties acknowledge and agree that it is the Parties' intent to enter into a Phase II Facility Transformation Agreement ("Phase II Agreement") following the successful completion of the responsibilities and activities described herein; however, nothing herein shall require Plan to enter into a Phase II Agreement..

ARTICLE II RESPONSIBILITIES OF THE PARTIES

2.1 Commencing on the Effective Date of this Agreement, the Parties shall complete the activities described in this Article II within the prescribed timeframes.

2.2 Responsibilities of Facility

(a) Facility shall develop a Transformation Plan that complies with the Template set forth in Exhibit A, as well as any additional guidance issued by DOH or Plan. Facility considerations when drafting the Transformation Plan shall include, but not be limited to identifying and addressing operational factors relevant to advancement to a VBP model of reimbursement and to the achievement of overall DSRIP program goals, identifying areas for improvement, appropriate communication methods, reporting requirements, and timelines; addressing financial concerns and payment structure relevant to the implementation of the Transformation Plan, including any structural impediments to achieving the agreed upon target outcomes.

(b) Facility shall submit a copy of Facility's Transformation Plan to PPS, in a form mutually agreed upon by Facility and PPS, no later than [REDACTED]. Following submission of the Transformation Plan to PPS, Facility shall cooperate with PPS to address all PPS comments and requested revisions within the timeframes set forth by PPS so that PPS may meet its submission deadline to the Plan. Facility shall be the Party responsible for developing, producing, maintaining, making appropriate revisions, and producing the final version of the Transformation Plan that PPS submits to Plan.

(c) During the Term of this Agreement, Facility shall continue to work with PPS and/or Plan, as applicable to develop the reporting requirements, metrics, and milestone dates applicable to the implementation of the Transformation Plan which will be set forth in a Phase II Agreement. Any decision of the Parties to enter into a Phase II Agreement shall be contingent upon the successful completion of the responsibilities and activities listed herein; however, nothing herein shall require Plan to enter into a Phase II Agreement.

2.3 Responsibilities of PPS

(a) PPS shall make itself available to Facility in an advisory capacity in the development of a Transformation Plan to assist Facility to comply with the Template set forth in Exhibit A, as well as any additional guidance issued by DOH.

(b) Upon submission of a Transformation Plan to PPS by Facility, PPS shall review the

Transformation Plan and provide comments to Facility on (i) operational, structural or financial recommendations and (ii) whether the Transformation Plan's complies with Exhibit A and any additional guidance issued by DOH or Plan. PPS shall provide Facility with reasonable timeframes to respond to such comments so that PPS may meet its deadline to submit the Transformation Plan to Plan.

(c) PPS shall submit a copy of Facility's Transformation to Plan, in a form mutually agreed upon by PPS and Plan, no later than [REDACTED].

(d) As requested by Plan or DOH, PPS shall work with Plan and/or Facility, as applicable, to assist Facility in responding to Plan's or DOH's comments on or required revisions to the Transformation Plan, which shall be delivered to Facility with a copy to PPS by not later than [XX] days from the date on which the Transformation Plan is submitted to the Plan and DOH.

(e) PPS shall work with Facility and/or Plan, as applicable, to develop the reporting requirements, metrics, and milestone dates applicable to the implementation of the Transformation Plan and which will be set forth in a Phase II Agreement. Any decision for the Parties to enter into a Phase II Agreement shall be contingent upon the successful completion of the responsibilities and activities listed herein; however, nothing herein shall require Plan to enter into a Phase II Agreement..

2.4. Responsibilities of Plan.

(a) Upon submission of the Transformation Plan by PPS to Plan, Plan shall review the Transformation Plan for (i) compliance with the Template set forth in Exhibit A; (ii) any additional guidance issued by DOH; and (iii) Plan-specific operational or financial concerns.

(b) Plan shall submit comments on the Transformation Plan to DOH, with copies to Facility and PPS, by no later than [REDACTED], including whether or under what conditions Plan would agree to enter into a Phase II Agreement.

(c) In the event that Plan is interested in, and DOH supports, the development of a Phase II Agreement, the Parties shall work together to develop the reporting requirements, metrics, and milestone dates applicable to the implementation of the Transformation Plan, which requirements will be set forth in such Phase II Agreement.

2.5 Compensation for the activities listed in this Article II shall be contingent on the satisfactory completion of all such activities and responsibilities within the applicable timeframes..

ARTICLE III COMPENSATION

3.1 PPS Implementation Payment. Upon receipt of the appropriate premium from DOH, Plan shall pay PPS a monthly payment for the implementation of the operations and processes necessary to assist Facility in the development of a Transformation Plan (the "Implementation Payment"). Payment under this Agreement may be conditioned upon PPS and Facility meeting milestones established by Plan, and agreed to by the Parties, as related to the development of the Transformation Plan. Plan shall pay the initial Implementation Payment to PPS no later than [REDACTED].

3.2 Future Payments to PPS. Any payments by Plan to PPS for services beyond those contemplated by this Phase I Agreement shall be contingent upon each Party's independent decision to enter into a Phase II Agreement. All such future payments shall be set forth in a Phase II Agreement and

shall be conditioned on PPS's completion of the reporting requirements, metrics, and milestone dates applicable to the implementation of the Transformation Plan, which shall also be set forth in the Phase II Agreement and subject to approval by the Parties.

3.3 PPS Remittal of Payments. PPS shall remit all payments received under this Phase I Agreement, and any future Phase II Agreement, to Facility for use toward the development, implementation, and administration of a Transformation Plan. However, in the event that PPS, in its sole discretion, determines that Facility is failing to meet the obligations described herein, PPS may withhold such payments until all applicable Facility obligations are met.

3.4 Participating Provider Payments. Plan shall continue to pay Facility in accordance with the terms and conditions set forth in the applicable Participating Provider Agreement. Plan shall not be liable for any additional payments to Facility pursuant to this Agreement.

3.5 Recovery of Overpayments. Plan shall have the indisputable right to recover from PPS any payments made based on Plan enrollment that is later reduced by DOH or the Office of the Medicaid Inspector General to reflect incorrect enrollment assigned to Plan. PPS and Facility waive any right to challenge such recoupment.

ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to approval by DOH, the term of this Agreement shall be from Effective Date through March 31, 2016, unless sooner terminated by Plan pursuant to the terms of this Article IV (the "Term"). Following the Term of this Agreement, the Parties may enter into a Phase II Agreement. DOH shall notify the PPS and Facility of Plan's intent to enter into a Phase II Agreement no later than [March 7, 2016]. .

4.2 Termination. This Agreement may be terminated without cause at any time by any Party upon sixty (60) days' notice to the other Parties.

4.2.1 Termination for Material Breach. In the event of a Material Breach (as defined below) of this Agreement by any Party, any non-breaching Party (the "Non-breaching Party") or DOH may terminate this Agreement immediately. However, if the Breaching Party cures such Material Breach within fifteen (15) days of receipt of such notice to the reasonable satisfaction of the Non-breaching Party and DOH, the notice of termination shall be voided and this Agreement shall not terminate. For purposes of this subsection 4.2.1, a Material Breach shall include, but not be limited to, one or more of the following:

- a. Plan's failure to maintain licensure under Article 44 of the New York Public Health Law.
- b. Facility's failure to maintain licensure under Article 28 of the Public Health Law.
- c. PPS's failure to maintain DOH approval to participate as a PPS in the DSRIP Program.
- d. Exclusion of any Party, or individuals necessary to the performance of this Agreement, from any federal or state health care benefit program; or

e. Commission of fraud or embezzlement related to this Agreement is deemed to have occurred as determined by a court of law having legal jurisdiction (including but not limited to the offering or giving anything of value to an officer or employee of a governmental authority or the state in violation of state law); or

f. The termination of the Participating Provider Agreement between Plan and Facility;

g. Failure to develop a materially compliant Facility Transformation Plan by the dates agreed to by the Parties, with such determination being within the sole discretion of Plan and/or PPS.

4.3 Notwithstanding any other provision of this Agreement, no Party shall be in Material Breach if it is acting consistent with any directive from DOH, unless the Party has reason to know that it should not comply with such directives.

4.4 The Parties may terminate this Agreement immediately upon formal or informal notice that any governmental authority, including but not limited to DOH, CMS, the New York State Office of the Medicaid Inspector General or the Office of the Inspector General of the Department of Health and Human Services, determines that the VBP QIP program violates or is inconsistent with applicable federal or state laws or regulations.

4.5 Plan may terminate this Agreement immediately if it determines that its premium does not properly reflect the costs of making VBP QIP payments.

Article V CONFIDENTIALITY; BOOKS AND RECORDS

5.1 Books and Records. During the term of this Agreement, all Parties agree to maintain an adequate record system for recording services, charges, dates, patient records, managed health care information, utilization information and all other commonly accepted information elements for the responsibilities described in this Agreement and other confidential information (“Records”), and the Parties shall catalog, store, and maintain such Records as required by applicable law or as otherwise required by an applicable Government Contract. Each Party shall comply with all state and Federal laws and regulations and administrative guidelines issued by a Government Sponsor or any other state or Federal agency with jurisdiction over the subject matter herein pertaining to the confidentiality, privacy, data security, data accuracy and/or transmission of personal, health, enrollment, financial and consumer information and/or medical records (including prescription records) of enrollees, including, but not limited, to the Standards for Privacy of Individually Identifiable Information promulgated pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) (42 CFR Parts 160 and 164; 42 CFR 422.504(a)(13)). Each Party agrees to safeguard information about individual patients and enrollees according to 42 C.F.R., Part 438.224, and shall document compliance certification (business-to-business) testing of transaction compliance with HIPAA to the extent any Party receives enrollee data. If and when appropriate, Plan and PPS, and PPS and Facility shall execute a respective Business Associate Agreement in accordance with the rules promulgated pursuant to HIPAA. The Parties shall not copy, duplicate, disclose or disseminate any confidential Records supplied by the other Party without the prior written consent of such Party or as required by law or court order. Upon the termination of this Agreement for any reason, the Parties shall certify destruction of all confidential records in their possession.

**ARTICLE VI
INDEMNIFICATION**

6.1 Indemnification

(a) Indemnification by Plan. Plan shall indemnify, defend, and hold harmless Facility, PPS and their respective officers, directors, agents, and employees from and against any and all fines and penalties, and any and all claims by, or liability to, any third party, for loss, damage or injury to persons or property (each, a “Claim”) that is based on or in any manner arises out of Plan’s breach of responsibilities or performance under this Agreement.

(b) Indemnification by PPS. PPS shall indemnify, defend, and hold harmless Facility, Plan and their respective officers, directors, agents, and employees from and against any and all fines and penalties, and any and all claims by, or liability to, any third party, for loss, damage or injury to persons or property (each, a “Claim”) that is based on or in any manner arises out of PPS’s breach of responsibilities or performance under this Agreement.

(c) Indemnification by Facility. Facility shall indemnify, defend, and hold harmless PPS, Plan and their respective officers, directors, agents, and employees from and against any and all fines and penalties, and any and all claims by, or liability to, any third party, for loss, damage or injury to persons or property (each, a “Claim”) that is based on or in any manner arises out of Facility’s breach of responsibilities or performance under this Agreement.

6.2. Defense. The indemnifying Party shall be given notice as soon as practicable of any event likely to give rise to a Claim, the right to control the defense of such Claim (to the extent the indemnifying Party assumes responsibility for the outcome of the Claim) and the full cooperation of the indemnified Party in doing so; provided that any failure of the indemnified Party to provide the foregoing will not relieve the indemnifying Party from any liability or obligation in this Agreement, except to the extent of any material prejudice to the indemnifying Party resulting from such failure.

**ARTICLE VII
DISPUTE RESOLUTION**

7.1 Dispute Resolution. Any controversy between the Parties shall be resolved, to the extent possible, by informal meetings or discussions between appropriate representatives of the Parties and each shall, upon execution of this Agreement, appoint an administrative staff liaison to resolve operational problems in accordance with the terms and conditions herein.

**ARTICLE VIII
MISCELLANEOUS**

8.1 Compliance Audit. Plan and/or DOH shall be entitled to audit PPS with respect to the distribution of funds provided under this Agreement. PPS shall cooperate with Plan or DOH, as applicable with respect to any such audit, including by providing Plan or DOH with Records and site access within such time frames as requested by Plan or DOH.

8.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

8.3 Non-severability. Should any part of this Agreement be deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall cause the entire Agreement to be null and void.

8.4 Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one agreement. Facsimile, PDF and other copies of signatures shall be deemed original signatures for purposes of this Agreement.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and without regard to the conflicts of laws principles thereof.

8.6 Entire Agreement/Amendment. This Agreement is the sole agreement of the Parties with respect to the provision of the services and responsibilities contemplated herein, and supersedes any oral or written proposals, statements, discussions, negotiations or other agreements before or contemporaneous with this Agreement. The Parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statement not expressly contained in this Agreement. Except as otherwise provided in this Agreement, no amendment or modification may be made unless in writing and signed by each of the Parties, with specific reference to the fact that the writing amends or modifies this Agreement.

8.7 Amendment. No part of this Agreement may be modified or amended except in writing signed by all Parties.

8.8. Assignment. This Agreement may not be assigned, subcontracted or otherwise delegated in a manner inconsistent with this Agreement by either Party without either the prior written consent of both other Parties.

8.9. Notices. Except as otherwise provided herein, all notices required or permitted under this Agreement shall be in writing, and shall be deemed effectively given (i) on the date of receipt if personally delivered to the Party to whom same is directed; (ii) on the date of receipt if mailed by certified or registered mail, return receipt requested; or (iii) on the seventh (7th) day after mailing if mailed by first class mail, to such Party, postage prepaid, addressed to the following addresses, or to such other addresses as the Parties may hereafter designate by like notice:

If to Plan, to:

If to PPS, to:

If to Facility, to:

8.10 Survivability. Subsequent to the termination of this Agreement, Plan and its respective successors and assigns (whether by deliberate act or operation of law) the indemnification provisions delineated in Article VI shall continue in force beyond termination of this Agreement.

8.11 Construction. Any reference in this Agreement to an "Article" or a "Section" shall be to a provision of this Agreement, unless specifically provided otherwise. Any provisions of this Agreement which directly conflict with the terms and provisions of the Government Contract will be deemed waived, unless such conflict may be resolved through construction or amendment as provided herein, and the provisions set forth in the Government Contract shall control. All other terms and provisions of the Agreement not affected hereby shall remain in full force and effect.

8.12 Third Party Beneficiaries. This Agreement is expressly entered into only by and between the Parties signatory hereto and is only for their benefit. There is no intent by any Party to create or establish third party beneficiary status rights or their equivalent in any other reference individual, subcontractor or third party, or the employees or independent contractors of such parties or of any Party to this Agreement, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

8.13 Force Majeure. Any Party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party, including without limitation, any acts of God, war, terrorism, riot or insurrection, strike, flood, fire, explosion, or any similar event, or inability due to any of the aforementioned causes or similar events to obtain necessary labor, materials or facilities, for so long as such event continues, and for a reasonable period of time thereafter. This provision shall not, however, release such Party from using reasonable and appropriate efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other Party, provided that failure to give such notice shall not in any way limit the operation of this provision.

8.14 Waiver. No waiver shall be effective unless in writing and signed by the waiving Party. A waiver by a Party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date of this Agreement.

MCO

By:
Its:

FACILITY

By:
Its:
Facility DOH Number:
Facility Operating Certificate No:

PPS

By:
Its:

Exhibit A

VBP QIP Facility Plan Outline

- I. Introduction of the VBP QIP Program [MCOJ]
 - a. Description of the program being developed (from the MCOs' point of view). - Background info.

This will be similar to the MCO Program Plans.

 - i. Identify the PPS I Facility pairing and all key stakeholders
 - 1. MCO
 - 2. PPS
 - 3. Facility
 - b. Description of the program objectives
 - c. Details behind the execution of the program
 - i. Workplan
 - ii. Meeting cadence
 - iii. Communication plan
 - iv. Etc.
- II. Governing Structure/Body [MCOJ]
 - a. Governing bodies
 - b. Key stakeholder participants- MCO, PPS, Facilities
 - c. Reporting structures
- III. Transformation Plan Key Concepts [Facility]
 - a. Transformation Plan [Pages 6-14; 44-47]
 - i. First identify the type/types of payment reform (Definitions in the VBP Roadmap) [Pages 6-14]
 - 1. Total care for total population; and/or
 - 2. Integrated primary care; and/or
 - 3. Selected care bundles; and/or
 - 4. Special needs subpopulations
 - 5. Off-Menu options
 - ii. Identify the current and future VBP levels [Pages 14-19]
 - 1. Identify the future targeted levels of the facility
 - iii. Contracting to realize payment reform [Pages 29-31]
 - 1. Alignment of incentives
 - 2. Awareness of specific regulatory amendments
 - iv. Highlight Payment Reform Guiding Principles [Page 6]
 - b. Measurements and goals
 - i. VBP Requirements [Pages 24-28]
 - 1. To be developed- discussed in the Performance Management Committee
 - 2. Proposal
 - a. DOH to set targets for the types and levels of VBP to achieve by year (ex. Year 1 -stability, year 2- Level 1 VBP with at least X% of VBP contracting, etc.)
 - ii. DSRIP Goals- from Measurement Specification Guide
 - 1. Use a variety of DSRIP measures to measure quality of care

- a. Must Include: the DSRIP VBP goal of "Percent of total Medicaid provider reimbursement received through sub-capitation or other forms of non-FFS reimbursement"
- iii. Ensure Alignment of DSRIP and VBP Goals [Pages 24-28; 33]
- iv. Measurement Reporting
 - 1. Baseline calculation
 - 2. Measurement tracking
 - 3. Measurement reporting
 - 4. Other
- c. Financial agreements
 - i. How the money will move from MCOs to Facilities
 - ii. How much does the facility receive
 - 1. EXAMPLE: Year 1 -Pay for reporting; Year 2- Pay for reporting; Year 3- Pay for reporting + Pay for performance ... ETC.
 - a. Clarify the pay for reporting guidelines
 - b. Clarify the pay for performance guidance
 - iii. Address financial protection - risk corridors and stop loss
 - iv. How will Facility finances be tracked to demonstrate improvements?
 - 1. Baseline calculation
 - 2. Financial projections
 - a. Statement of cash flows
 - b. Other
 - 3. Financial review
 - a. Historical
 - b. Pro forma
 - c. Reoccurrence
 - d. Other