



BRONX PARTNERS FOR
HEALTHY COMMUNITIES

Policies & Procedures

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Subject: **Definitions for Policies & Procedures**

Approved by: Executive Committee
Date approved: 9/24/2015

The following definitions shall apply to all policies and procedures adopted by the governing bodies of Bronx Partners for Healthy Communities:

- “Authorized User” shall mean a director, officer, employee, or agent of BPHC or a BPHC Organization who has access to DSRIP-related patient data.
- “BPHC” shall mean Bronx Partners for Healthy Communities, the performing provider system formed by SBH Health System, the BPHC Members, and the BPHC Partners and approved by the New York State Department of Health.
- “BPHC Contract(s)” shall mean a memorandum of understanding, a master services agreement, accompanying schedules to the master services agreement, or any other agreement between a BPHC Member or BPHC Partner and SBH Health System related to BPHC.
- “BPHC Member” shall mean an organization that is participating in BPHC that has either entered into a memorandum of understanding with SBH Health System or signed an attestation noting its participation in BPHC.
- “BPHC Organization” shall mean all BPHC Members and Partners.
- “BPHC Partner” shall mean an organization that is participating in BPHC that has entered into a master services agreement with SBH Health System.
- “Compliance Officer” shall mean the individual at BPHC charged with ensuring its compliance with all applicable state and federal laws, regulations, and guidance.
- “Executive Committee” shall mean the executive committee of BPHC.
- “Existing Privacy Policy” shall mean a privacy policy of a BPHC Organization that was first adopted prior to the BPHC Organization’s participation in the DSRIP program and any subsequent amendments to such policy.
- “Policies” shall mean all policies relating to BPHC activities adopted by the Executive Committee.
- “Privacy Laws” shall mean any federal or state laws, regulations, or DSRIP requirements related to patient privacy or data security.
- “State” means the State of New York.

Date Reviewed	Revision Required?		Responsible Staff Name and Title	EC Approval Date (if required)
	Yes	No		
9/5/2017	X		Suzette E. Gordon, BPHC Compliance Officer	9/14/2017

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BRONX PARTNERS FOR
HEALTHY COMMUNITIES

Subject: **Conflicts of Interest and Related Party Transactions**

Approved by: Executive Committee
Date approved: 7/23/2015

Date Revised:

**Article I
Purpose**

The purpose of the conflict of interest and related party transactions policy is to protect Bronx Partners for Healthy Communities PPS (“BPHC”) and/or SBH Health System’s (“SBH”) interests when BPHC/SBH is contemplating entering into a transaction or arrangement that might benefit the private interest of any member of a BPHC Committee or any such individual’s related parties.

**Article II
Definitions**

1. Interested Person

Any member of any BPHC Committee or Subcommittee, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or relative (as defined herein):

- a. An ownership or investment interest (35% or greater ownership or beneficial interest, or if the entity is a partnership, a direct or indirect ownership exceeding 5%) in any entity with which BPHC/SBH has a transaction or arrangement,
- b. A compensation arrangement with BPHC/SBH or with any entity or individual with which BPHC/SBH has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which BPHC/SBH is negotiating a transaction or arrangement.
Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the Executive Committee thereof, decides that a conflict of interest exists.
- d. Relative is defined as the individual’s (i) spouse or domestic partner; (ii) ancestors; (iii) brothers and sisters (whether whole or half-blood); (iv) children (whether adopted or natural); (v) grand-children and great-grandchildren; and (vi) spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Article III Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must, as soon as possible, disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Executive Committee thereof with delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Executive Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Executive Committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the Executive Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest. The interested person shall not attempt to influence improperly the deliberation or voting on the matter giving rise to the potential conflict of interest.
- b. The chairperson of the Executive Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After Exercising due diligence, the Executive Committee shall determine whether BPHC/SBH can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Executive Committee shall determine by a majority vote of the disinterested members whether the transaction or arrangement is in the best interest of BPHC/SBH, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- e. A BPHC committee member is disqualified from participating in the process of addressing conflicts of interest related party transactions unless he/she is deemed to be independent.

4. Violations of the Conflicts of Interest Policy

- a. If the Executive Committee has reasonable cause to believe an interested Party has failed to disclose actual or possible conflicts of interest, it shall inform the Interested Party of the basis for such belief and afford the interested party an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the Interested Party's response and after making further investigation as warranted by the circumstances, the Executive Committee determines the Interested Party has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the Executive Committee for proceedings pursuant to this policy shall contain:

- a.** The names of the persons who disclosed or otherwise were found to have financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Executive Committee's decision as to whether a conflict of interest in fact existed.
- b.** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and record of any votes taken in connection with the proceedings.

Article V
Annual Statements

Each BPHC committee member shall sign a statement (Exhibit A hereto) as soon as practicable after appointment, to be renewed annually, which affirms such person:

- a.** Has received a copy of the conflicts of interest policy,
- b.** Has read and understands the policy,
- c.** Has agreed to comply with the policy, and

In addition, each BPHC committee member shall, as soon as practicable after appointment and annually thereafter, sign and submit a statement identifying to the best of the individual's knowledge, any entity of which such individual is an officer, director, trustee, member, owner (either as a sole proprietor or partner) or employee and with which any BPHC/SBH entity has a relationship, and any transaction in which any BPHC/SBH entity is a party and in which the individual may have a conflicting interest.



BRONX PARTNERS FOR
HEALTHY COMMUNITIES

Subject: Antitrust Policy

Approved by: Executive Committee
Date approved: 9/24/2015

Date Revised:

Purpose of Policy

Bronx Partners for Healthy Communities (BPHC) has been established to serve a pro-competitive purpose: facilitating the clinical integration of health care providers with the goal of controlling medical expenses and improving the quality of services. The purpose of this policy is to ensure that the participation of individuals and organizations in BPHC exclusively serves this pro-competitive purpose and does not become a framework for anti-competitive behavior that violates state and federal antitrust laws.

Scope of Policy

This policy is applicable to all BPHC Members and Partners (collectively, “BPHC Organizations”). The policy also applies to BPHC Organizational directors, officers, employees and agents who either (1) participate in the BPHC governing body or (2) attend any meeting convened by BPHC (collectively “BPHC Representatives”).

Statement of Policy

Restrictions on BPHC Activities

BPHC will take reasonable steps to minimize the risk that BPHC activities result in anti-competitive behavior. These steps will include, but not be limited to, the following:

- Limiting the agendas of BPHC board, committee and other meetings to matters integral to the mission of BPHC. The chairs of BPHC governing bodies are expected to consult with BPHC Compliance Officer or Legal Counsel if they have any questions or concerns as to whether particular agenda items are appropriate subjects for discussion by BPHC.
- Restricting the distribution of data among BPHC Organization to the minimum necessary for carrying out BPHC’s mission. If data that could potentially be used for anti-competitive purposes must be analyzed to carry out a BPHC activity, BPHC will engage a third party to perform the analysis and generate aggregated results.
- BPHC will not impose any restraints on the activities of BPHC Organizations outside the scope of BPHC’s activities, except as deemed necessary to advance BPHC’s mission and with the approval of BPHC’s Legal Counsel.

Prohibition on Ancillary Collusion

BPHC Representatives may serve on the governing body or committees of BPHC and may be otherwise involved in the oversight or management of BPHC functions. In this capacity, BPHC Representatives may gain access to non-public information in order to carry out their duties to BPHC. BPHC Representatives may also engage in business discussions with one another as necessary to coordinate BPHC activities. At the same time, BPHC Organizations may compete with one another in the marketplace outside BPHC. Accordingly, special caution must be exercised to ensure that BPHC Representatives use their position in BPHC solely for purposes consistent with BPHC's mission and do not engage in ancillary anti-competitive activity.

BPHC Representatives may not use BPHC meetings or other opportunities provided through BPHC governance or management activities to collude with one other regarding the competitive activities of BPHC Organizations with which they are affiliated. Examples of improper collusion, include, but are not limited to:

- Sharing information about the prices paid by health plans or other third-party payers for health care services provided by different BPHC Organizations.
- Sharing information about other contract terms offered by third-party payers to BPHC Organizations, such as utilization review, claims processing and auditing provisions.
- Sharing information about business plans, market strategies or other similar initiatives of BPHC Organizations.
- Agreeing to any type of collective action by BPHC Organizations that is unrelated to the activities of BPHC, such as establishing prices, boycotting a particular health plan or provider organization, setting minimum standards of participation in third party coverage arrangements or dividing up markets for particular services.

Prohibition on Most Favored Nation Provisions

The BPHC may not require BPHC Organizations to agree to a most favored nation provision that prohibits BPHC Organization from accepting rates of payment from other performing provider systems or third party payers that are higher than the rates paid for such services by BPHC or any of its affiliates.

Training

As part of the training provided under BPHC Compliance Program, all BPHC Representatives shall receive training regarding the terms of this policy. Training shall be conducted within 30 days of the commencement of a BPHC Representative's activities on behalf of BPHC or 30 days of the adoption of this policy, whichever is later. Training shall be performed by BPHC Organization with which BPHC Representative is affiliated. BPHC will develop standard training materials for the BPHC Organization to use, and the training materials will be posted on the BPHC website. The BPHC Organization shall maintain records of such training, which shall be provided to BPHC Compliance Officer upon request.

Reporting

All BPHC Representatives are expected to report actual or suspected violations of this policy to BPHC Compliance Officer or the Compliance Officer of their BPHC Organization. No BPHC Representative may be retaliated against for making such a report in good faith.

Interpretation of Policy

The BPHC Compliance Officer, in consultation with BPHC's Legal Counsel, is responsible for the interpretation of this policy. BPHC Representatives are encouraged to consult with the Compliance Officer of their BPHC Organization or the Compliance Officer of BPHC if they have any questions as to whether actual or proposed activities are prohibited by this policy or if they suspect a violation of this policy.

This policy is not intended to be comprehensive. BPHC Representatives are encouraged to consult with counsel for their respective BPHC Organizations regarding any matters outside the scope of this policy that may implicate the antitrust laws.

Enforcement

BPHC Representatives who do not comply with this policy will be subject to disciplinary action by BPHC. Depending on the facts and circumstances of each case, BPHC may suspend or terminate the right of BPHC Representatives or BPHC Organizations to participate in some or all BPHC activities for a failure to comply with this policy.



BRONX PARTNERS FOR
HEALTHY COMMUNITIES

Subject: **Data Sharing Policy**

Approved by: Executive Committee
Date approved: 9/24/2015

Purpose of Policy

Bronx Partners for Healthy Communities (BPHC) will share data with BPHC Members and Partners (collectively, “BPHC Organizations”) to carry out its obligations under the Delivery System Reform Incentive Payment (DSRIP) program in order to improve the coordination and quality of care for Bronx residents. When sharing data, BPHC and BPHC Organizations must also maintain patient privacy. This policy is intended to establish how BPHC and BPHC Organizations may use and share data related to the DSRIP program, while protecting the privacy of patients.

Scope of Policy

This policy applies to BPHC and BPHC Organizations, as well as the directors, officers, and staff of BPHC and BPHC Organizations who are participating in BPHC-related activities. BPHC’s sponsoring entity (SBH Health System), as well as most BPHC Organizations, have existing policies related to patient privacy and data security (“Existing Privacy Policies”). This policy supplements, but does not replace, these Existing Privacy Policies. To the extent that any provision in this policy conflicts with an Existing Privacy Policy, the provision that more strictly limits the use of data will apply to all data received in connection with BPHC or DSRIP. This policy does not, however, extend the scope of any Existing Privacy Policy beyond the entity that adopted the Existing Privacy Policy. For example, if Partner A adopted an Existing Privacy Policy that had a more stringent restriction on the use of data than is set out in this policy, that more stringent restriction would apply to Partner A, but not Partner B.

Statement of Policy

Compliance with Federal and State Privacy Laws

In carrying out all BPHC activities, BPHC and BPHC Organizations shall comply with all applicable federal and state laws, regulations, and DSRIP requirements related to patient privacy and data security, including, but not limited to, the following:

- Health Insurance Portability and Accountability Act (HIPAA)
- 42 C.F.R Part 2
- New York Social Services Law § 367b(4)
- New York Social Services Law § 369(4)
- Article 27-F of the New York Public Health Law and 18 N.Y.C.R.R. § 360-8.1
- Social Security Act, 42 U.S.C. § 1396a(a)(7)

(collectively, the “Privacy Laws”).

BPHC and BPHC Organizations shall be responsible for ensuring that their own actions and those actions of their directors, officers, employees, and agents comply with the applicable federal and state laws and regulations. Further, BPHC and BPHC Organizations shall enter into any required agreements, such as business associate agreements (as defined under HIPAA), prior to sharing and using any patient data.

Purposes for Using and Sharing Data

BPHC and BPHC Organizations may only share and use data to carry out activities related to BPHC's participation in the DSRIP Program. Even if permitted under relevant federal and state laws and regulations, BPHC and BPHC Organizations may **not** use data shared under the auspices of the DSRIP program for other activities, like research or marketing, unless such activities are related to BPHC's DSRIP activities and are performed at the request of BPHC. Further, BPHC and BPHC Organizations shall share and use only the minimum amount of data necessary to achieve the aims of DSRIP.

Training

BPHC and BPHC Organizations sharing data related to DSRIP shall ensure that all directors, officers, agents, and employees who will access any DSRIP-related data ("Authorized Users") receive training related to patient privacy and data security before they may access the DSRIP-related data. BPHC Organizations shall maintain a log of all training, providing the log upon request of BPHC. If the standard training provided under the Existing Privacy Policy of BPHC or a BPHC Organization addresses all of the Privacy Laws, BPHC or the BPHC Organization does **not** need to provide additional training to the Authorized User.

User Names and Passwords

Prior to providing access to DSRIP-related data, BPHC and BPHC Organizations shall establish for all Authorized Users a user name and password required to access data. All Authorized Users must change their passwords on a periodic basis, no less than once every six months. Authorized Users must not share their user names and/or passwords with others and must not from use the user names and/or passwords of others. BPHC and BPHC Organizations shall limit the number of failed access attempts by Authorized Users, so that Authorized Users' access to DSRIP-related data is disabled after a specified number of failed attempts. BPHC and BPHC Organizations shall ensure that an Authorized User is automatically locked out of any system to access DSRIP-related data after a certain period of inactivity. The user names and passwords required under this policy may be the same as those issued under an Existing Privacy Policy.

Audit Log

BPHC and BPHC Organizations shall establish an audit log function to document all access to DSRIP-related data. Each entity will retain its own audit log to reflect all access to DSRIP-related data on that entity's system.

Termination and Sanctions

BPHC and BPHC Organizations shall provide for sanctions, including termination of access to data, for Authorized Users who fail to comply with this policy.

Notification of Unauthorized Access

BPHC and BPHC Organizations shall notify the BPHC Compliance Officer of any unauthorized access. The BPHC Compliance Officer shall review and investigate any reported incidences of unauthorized access. The BPHC Compliance Officer shall report the results of any investigation to the Executive Committee, and the Executive Committee will determine appropriate sanctions, if necessary.

Date Reviewed	Revision Required?		Responsible Staff Name and Title	EC Approval Date (if required)
	Yes	No		
9/5/2017	X		Suzette E. Gordon, BPHC Compliance Officer	9/14/2017



BRONX PARTNERS FOR
HEALTHY COMMUNITIES

Subject: **Dispute Resolution Policy**

Approved by: Executive Committee
Date approved: 9/24/2015

Date Revised:

Purpose of Policy

The success of Bronx Partners for Healthy Communities (BPHC) depends on the joint cooperation and active engagement of all BPHC Members and Partners. BPHC intends to minimize the likelihood of disputes through its inclusive governance structure and clear contractual arrangements. Recognizing that some disputes will nevertheless arise, BPHC endeavors to resolve those disputes as quickly and fairly as possible. This policy establishes the process for resolving disputes.

Scope of Policy

This policy is applicable to all BPHC Members and Partners (collectively, “BPHC Organizations”). The policy also applies to all individuals serving on the governance committees of BPHC (collectively, “BPHC Committee Members”). This policy supplements, but does not replace, any requirements related to dispute resolution contained in any contract between BPHC¹ and the BPHC Organization (“BPHC Contracts”). To the extent that a provision a BPHC Contract conflicts with this policy, the provision in the BPHC Contract will prevail.

Statement of Policy

Step 1: Informal Dispute Resolution. BPHC and the BPHC Organization will attempt to resolve all disputes first through an informal dispute resolution process. One party will send a notice to the other party containing a detailed description of the issue under dispute, the good faith basis for the dispute, and a proposed resolution. Within fifteen days of receiving the notice, BPHC and the BPHC Organization will meet at a mutually agreeable location or will hold a conference call to attempt to resolve the dispute.

Step 2: Review by Executive Committee (Optional). If the dispute is not resolved through the informal dispute resolution, either BPHC or the BPHC Organization may request that the Executive Committee review the dispute. Whichever party is requesting that the Executive Committee intervene must put its request in writing, and the request must include a detailed description of the dispute and a summary of the options for resolving the dispute that were proposed and rejected during the informal dispute resolution process. The Executive Committee, or a subset of at least three of its members designated by the Executive Committee, will then review the dispute and propose a resolution to be adopted if mutually agreed to by BPHC and the BPHC Organization. No member of the Executive Committee that is directly involved in the dispute may participate in the deliberation. Additionally, the Executive Committee may

¹ BPHC is not a separately incorporated entity. In most, if not all, instances, SBH Health System will contract directly with BPHC Organizations.

request additional information, provided either in writing or in person, from BPHC or the BPHC Organization.

Step 3: Arbitration. If the parties are unable to resolve the dispute informally or through optional review by the Executive Committee, either party may submit the dispute to arbitration, consistent with the processes outlined in the BPHC Contracts.



BRONX PARTNERS FOR
HEALTHY COMMUNITIES

Subject: **Policy for Addressing Underperforming Partners**

Approved by: Executive Committee
Date approved: 9/24/2015

Date Revised:

Purpose of Policy

Through the collective efforts of its Members and Partners, Bronx Partners for Healthy Communities (BPHC) can transform the health care delivery system to better serve the Bronx. But the success of BPHC depends on each BPHC Member and Partner fulfilling their respective responsibilities. BPHC intends to tailor the responsibilities of Members and Partners to each organization’s capabilities, setting up each Member and Partner for success. Additionally, BPHC intends to support Members and Partners, such as through providing technical assistance, designating targeted financial support under terms specified in contracts between BPHC and the BPHC Member or Partner, and sharing lessons learned. Although BPHC anticipates that all Members and Partners will carry out their responsibilities successfully, BPHC recognizes that it must have a process for remedying underperformance. Given the critical role Partners will play in implementing BPHC’s initiatives, there must be a clear process for remedying Partner underperformance. This policy establishes the process for addressing Partner underperformance.

Scope of Policy

This policy is applicable to all BPHC Partners. This policy supplements, but does not replace, any requirements related to addressing partner underperformance contained in any contract between BPHC² and the BPHC Partner (“BPHC Contracts”). To the extent that a provision a BPHC Contract conflicts with this policy, the provision in the BPHC Contract will prevail. Failure of either party to comply with this policy shall not preclude that party from enforcing its rights under the BPHC Contract.

Statement of Policy

Performance Standards. BPHC Contracts will include performance benchmarks on core obligations. Through the BPHC governance structure, BPHC may also impose additional performance standards that are incorporated by reference in the BPHC Contracts. All performance standards incorporated by reference (but not written) in the BPHC Contracts will be posted on the BPHC website, and no Partner will be found to be performing inadequately for failing to meet a performance standard posted on the BPHC website less than ninety (90) days prior.

Ongoing Monitoring. BPHC will regularly monitor Partner performance against the performance standards through data shared with BPHC by New York State, Partners, health plans, or other organizations.

² BPHC is not a separately incorporated entity. In most, if not all, instances, SBH Health System will contract directly with BPHC Partners.

Written Warning in Most Cases. Upon determining that a Partner is not meeting the performance standards, BPHC will first provide, in almost all cases, a written warning describing the Partner's underperformance. If, in the discretion of the BPHC Executive Committee, the underperformance is sufficiently serious to jeopardize the overall performance of BPHC, then BPHC may require a corrective action plan without first providing a written warning.

Demand for Corrective Action Plan. If the Partner fails to improve after the written warning (or if the BPHC Executive Committee determines that a written warning is not appropriate), the BPHC Executive Committee (or its designee) will issue a demand for a corrective action plan.

Draft Corrective Action Plan. Within forty-five (45) days of receipt of a demand for a corrective action plan, the Partner will provide to the Executive Committee for review and approval by the Executive Committee a draft corrective action plan. The corrective action plan will set forth (a) milestones to be completed by the Partner, (b) dates by which each such milestone must be completed, and (c) metrics for determining whether the Partner has corrected its underperformance.

Executive Committee Review and Approval. The Executive Committee will review the draft corrective action plan. The Executive Committee may modify the corrective plan in any way that it deems appropriate or it may request that the Partner revise the corrective action plan. The Executive Committee will then vote to accept the corrective action plan.

Responsibility for Implementation. Once the Executive Committee approves the corrective action plan, the Partner will be responsible for implementing the corrective action plan. The Partner will submit to the Executive Committee (or its designee) reports describing the status of compliance with the corrective action plan, including signed attestations that it has completed milestones by the applicable milestone completion date.

Payments While Corrective Action Plan is in Place. BPHC, upon approval the Executive Committee, may withhold payments to the Partner until the Partner has successfully completed its obligations under the corrective action plan.

Failure To Comply with Corrective Action Plan. In the event that a Partner fails to submit or comply with a corrective action plan, BPHC may take any actions permitted under the BPHC Contract.



BRONX PARTNERS FOR
HEALTHY COMMUNITIES

Subject: **Updating Policies & Procedures**

Approved by: Executive Committee
Date approved: 9/24/2015

Purpose of Policy

Bronx Partners for Healthy Communities (BPHC) has adopted a series of policies establishing requirements related to the Delivery System Reform Incentive Payment (DSRIP) program (the “Policies”). As the DSRIP program continues to evolve, BPHC must ensure that the Policies are updated to reflect any changes to the DSRIP program or to BPHC’s operation.

Scope of Policy

This policy applies to all Policies adopted by the Executive Committee of BPHC.

Statement of Policy

Review of All Policies

The Policies shall be reviewed by the Compliance Officer of BPHC and/or such other individual(s) as may be identified by the Executive Director of BPHC at least once every two years. The Compliance Officer and/or any designee(s) of the Executive Director may elect to review all Policies simultaneously or may review the Policies on a rolling basis (so long as each Policy is reviewed at least once in a twenty-four-month period). The Compliance Officer and/or any designee(s) of the Executive Director shall present recommended changes to the Policies to the Executive Committee for review and approval, unless the revisions are typographical editing revisions that are non-substantive and do not alter the meaning of the Policies.

Immediate Review of Policies Affected By Changes in State Law or Policy

In the event that the State modifies or clarifies any aspect of the DSRIP program, the Compliance Officer shall evaluate whether the State’s modification or clarification affects any existing Policy or warrants the adoption of a new policy. The Compliance Officer shall propose any changes to a Policy that he or she thinks is appropriate in response to a modification or clarification by the State. In the alternative, the Compliance Officer may draft a new policy to address such modifications or clarifications. All proposed Policy changes or new policies made in accordance with the provisions of this paragraph shall be reviewed and approved by the Executive Committee.

Review at the Request of Executive Committee

At any time, the Executive Committee of BPHC may exercise its authority to revise (or request that the Compliance Officer develop recommended revisions to) any Policy.

Modification at Request of BPHC Organization

Any BPHC Organization may at any time request an amendment to an existing Policy or the adoption of a new policy. The Compliance Officer shall consider all such requests and recommend revisions to a Policy or the adoption of a new policy, as appropriate.

Date Reviewed	Revision Required?		Responsible Staff Name and Title	EC Approval Date (if required)
	Yes	No		
9/8/2017	X		Suzette E. Gordon, BPHC Compliance Officer	9/14/2017