



## **Summary of CNYCC Partner Organization Agreement**





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The Summary provides an overview of the Partner Organization Agreement (“Partner Agreement”), that covers the general terms and conditions under which your organization will become a participant in the Performing Provider System (“PPS”) led by the Central New York Care Collaborative (“CNYCC”). The Partner Agreement will be entered into by CNYCC and each health care provider or other organization (“Partner Organization”) that will participate in the CNYCC PPS. This Summary is intended to assist you to review the Partner Agreement. It is not a comprehensive summary of all of the provisions of the Partner Agreement, and is not intended to be a substitute for review of the Partner Agreement itself. In the event of any conflict between this Summary and the Partner Agreement, the Partner Agreement will control.

The Partner Agreement allocates responsibility for implementing PPS Projects between CNYCC and Partner Organizations and specifies the rights and obligations of each throughout the DSRIP Program. The Partner Agreement is the core legal agreement between CNYCC and Partner Organizations, but may not be the only legal agreement that your organization enters into with CNYCC. Your organization may also enter into specific agreements to cover obligations and payment for project implementation (Project Agreements), depending on your organization’s project participation. Those Project Agreements will be signed as an addendum to the Partner Agreement.

Capitalized terms used throughout the Partner Agreement have the meaning described in Appendix A.

### Summary of Primary Provisions

**Building an Integrated Delivery System (Partner Agreement, Article II).** As the PPS Lead, CNYCC has certain obligations to develop an integrated delivery system and manage PPS operations. Those obligations include creation and operation of a shared governance structure, strategic planning, financial oversight and dissemination of DSRIP funds to achieve DSRIP goals, and activities to build PPS-wide capacity to implement DSRIP projects. Partner Organizations have corresponding obligations to participate in the Project Advisory Committee, in system-wide initiatives such as the population health management plan, and in the processes for dispute resolution and the sanctions process, among other responsibilities. Both CNYCC and Partner Organizations must comply with PPS Policies and Procedures.

As the PPS Lead, CNYCC must also undertake certain major tasks required by DSRIP and the need for an infrastructure to support DSRIP goals, including:

**Data Exchange (Article VI)** -- Promote the secure exchange of clinical data and information between CNYCC and Partner Organizations and among Partner Organizations in order to carry out PPS Projects. CNYCC and Partner Organizations must comply with applicable law and CNYCC Policies and Procedures for data security and privacy;





**Workforce Strategy (Article VII)** -- Development and implementation of a strategy to address the impact of DSRIP on the workforce in the PPS region and the anticipated reduction of inpatient care and corresponding increase in outpatient services; and

**Compliance (Article VIII)** -- Implementation of a compliance program to detect, prevent, and address compliance issues that arise in PPS operations and Projects.

All Partner Organizations must participate in these system-wide initiatives, regardless of whether they elect to participate in specific PPS Projects. The CNYCC compliance program will apply solely to issues related to PPS Projects and operations. Participating in that program will not change your organization's obligation to operate its own compliance program in accordance with applicable law and regulation.

**PPS Projects (Article III).** CNYCC is responsible for planning and undertaking the Projects listed in its DSRIP application submitted to the New York State Department of Health ("DOH"), including project planning and management, protocol development, training for project participants, and reporting to DOH on milestones and metrics, among other tasks. The obligations listed in Article III for Partner Organizations will apply to all PPS Projects in which your organization elects to participate. This will include implementing project protocols and care pathways, participating in a rapid cycle evaluation process, and meeting project requirements for data exchange and adoption of information technology as necessary to carry out the Project, among other things. The Partner Agreement states only general obligations for Project participation; more specific requirements will be set forth in project protocols and Project Agreements.

**Payment Terms (Article IV).** Partner Organizations will be paid for DSRIP and project activities based on: (i) the Partner Agreement; (ii) Project Agreements; (iii) the CNYCC Funds Flow and Distribution Plan; and (iv) DSRIP requirements. The Funds Flow and Distribution Plan will be posted to the CNYCC website when available (can we put a date?).

Your organization may be paid for implementing PPS projects, including reporting requirements and delivery of services to Medicaid beneficiaries. Your organization may also be eligible to receive additional compensation in the form of bonus payments to reflect contributions to the achievement of specified DSRIP goals. As CNYCC develops an approach to calculating bonus payments for achieving certain goals, the specifics of how bonus payments will be calculated and paid to eligible Partner Organizations will be set forth in an update to the Funds Flow and Distribution Plan.

In all instances, DSRIP payments by CNYCC will be contingent on Partner Organization's compliance with the Partner Agreement and achievement of project milestones and metrics, as well as New York State and CNYCC each achieving predefined milestones and metrics. Overall budgets and funds flow policies, as well as the methodologies for distributing DSRIP payments to CNYCC and Partner Organizations, will be subject to the approval of the CNYCC Board of Directors.

**Standard Contract Legal Terms as Applied to DSRIP (Articles IX, XII-XXII)**

The Partner Agreement includes legal terms that are standard in contracts, drafted to conform to the requirements and circumstances of DSRIP. Some of the key provisions are:





- **Term and Termination (Article IX)** -- The term of the Partner Agreement will be from the date signed by the Partner Organization through December 31, 2020, unless terminated earlier by CNYCC or the Partner Organization. The Partner Agreement may be terminated on thirty (30) days' written notice for cause by CNYCC, or by a Partner Organization by providing ninety (90) days' written notice to CNYCC before the end of any DSRIP year, if the organization reasonably determines that performance of its obligations under the Partner Agreement is no longer financially feasible.
- **Data Confidentiality (Article XII)** -- CNYCC and Partner Organizations are obligated to protect the confidentiality of medical information in accordance with applicable law and regulation, and to protect the confidentiality of other information (e.g., financial, human resources) that they share, as required in the Partner Agreement.
- **Record Retention (Article XIII)** -- CNYCC and Partner Organizations must maintain operational, financial, and clinical records as required by DSRIP, applicable law, and PPS Policies and Procedures. The records must be sufficient to support confirmation that all data submitted by the Partner Organization to CNYCC and by CNYCC to DOH is accurate and complete.

### **Business Associate Agreement**

Attached to the Partner Agreement as Appendix B is a Business Associate Agreement (“BAA”) that must be signed by CNYCC and all organizations that sign the Partner Agreement. The BAA will cover the exchange of confidential medical information between your organization and CNYCC, consistent with the requirements of HIPAA and other applicable privacy laws. It applies to information that your organization provides to CNYCC which will have the obligations of a Business Associate under the BAA, and information that CNYCC provides to your organization as CNYCC’s Business Associate. The BAA also includes the special privacy protections required by DOH for any organizations that will receive confidential Medicaid data.

