CNYCC Project 3aii Agreement
"Behavioral Health Crisis Stabilization"

This project agreement ("Agreement") is made and entered into this_____day of _____, 2016 ("Effective Date") by and between Central New York Care Collaborative, Inc. ("CNYCC"), a New York not-for-profit corporation, located 109 Otisco St. 2nd Floor Syracuse, NY 13204 and _____, ("Project Participant") located at _____. Each may be referred to as a "Party" or collectively as the "Parties."

Recitals

A. The New York State Department of Health (DOH) has: (i) approved the CNYCC Project Plan submitted to form a Performing Provider System (PPS) under the New York State Delivery System Reform Incentive Payment Program (DSRIP) to serve individuals enrolled in Medicaid and uninsured individuals in the counties of Cayuga, Lewis, Madison, Oneida, Onondaga and Oswego (CNYCC Region) and (ii) designated CNYCC as the PPS Lead.

B. Among other projects, CNYCC has elected to undertake Project 3aii, also known as Behavioral Health Crisis Stabilization ("PPS Project"). Project Participant wishes to participate in the PPS Project and has agreed to collaborate with CNYCC and other providers in the CNYCC network (CNYCC Network) in order to implement the PPS Project.

C. The objective of PPS Project is to provide readily accessible behavioral health crisis services that will allow access to appropriate level of service and providers, supporting a rapid de-escalation of the crisis.

AGREEMENT

In consideration of the forgoing, the mutual covenants contained herein and for purposes of furthering immediate implementation of the PPS Project, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The terms used in this Agreement shall have the following meanings.

1. **"CMS"** means the Centers for Medicare and Medicaid Services.

2. **"Compliance Program"** means the program established by CNYCC to prevent, detect, and address compliance issues that arise with respect to PPS operations, projects or activities.

3. **"DSRIP Requirements"** means the requirements of DSRIP as set forth in DOH or CMS regulations, guidelines, and guidance statements, as amended from time to time

4. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1966, Public Law 104-191, as amended by the Health Insurance Technology for Economic Clinical Health Act (HITECH) and any regulations, rules, and guidance issued pursuant to HIPAA and the HITECH Act (collectively "HIPAA").

5. **"Partner Organization Agreement"** means the agreement between CNYCC and participating Partner Organizations that sets forth the rights and obligations of the parties in relation to implementation of the CYNCC Project Plan.

6. **"Partner Organizations"** means the organizations that execute an agreement to participate in the PPS as a Partner Organization.

7. **"PPS"** has the meaning set forth in Recital A and includes the network of health care providers, community-based organizations, vendors, and state, county and municipal agencies that participate in PPS projects, operations, or activities to implement the CNYCC Project Plan and meet DSRIP goals.

8. **"PPS Policies and Procedures"** means policies and procedures duly adopted by CNYCC's Board of Directors or governance committees of the Board of Directors, in accordance with CNYCC's bylaws.

9. **"PHI"** means Protected Health Information as defined under HIPAA.

10. **"Project Protocols"** means protocols adopted by CNYCC to implement the PPS Project, as may be amended from time to time, and as developed by CNYCC in collaboration with Partner Organizations throughout the duration of the PPS Project.

ARTICLE II
PROJECT IMPLEMENTATION AND REQUIREMENTS

Section 2.1. CNYCC Obligations. CNYCC shall plan and manage the PPS Project, including but not limited to developing or identifying Project Protocols and evidence-based practice guidelines required for project implementation, tracking project performance, and reporting as required by DSRIP to DOH.

Section 2.2. Project Participant Obligations and Services. Project Participant shall:

(a) Comply with PPS Project requirements, including but not limited to requirements set forth in: (i) this Agreement; and (ii) Project Protocols, as may be adopted and amended from time to time by CNYCC, except that Project Protocols shall not override the professional judgment of Partner Organization and its licensed health care professionals in treating patients in individual cases;

(b) Provide services to Medicaid beneficiaries and uninsured individuals or conduct activities to prepare for or undertake Project implementation ("Project Deliverables") as set forth in Appendices to this Agreement. Such services or Activities shall be provided in accordance with generally accepted standards of practice for clinical services, if any, and in accordance with applicable federal, state, and local laws and regulation.

(c) Participate in secure messaging and information exchange with CNYCC and other providers in the CNYCC network and exchange data, as required to implement the PPS Project;

(d) Maintain information and data as required by CNYCC, including but not limited to the information and data elements listed in Appendix C, attached to this Agreement; and

(f) Report information to CNYCC as required by the data reporting protocol set forth in Appendix C. Project Participant understands that CNYCC will rely on the information submitted by Project Participant in submitting reports to DOH and agrees that all data, reports and documentation submitted by Project Participant under this Agreement shall be accurate and complete.

ARTICLE III
PAYMENT TERMS

Section 3.1. CNYCC shall pay Project Participant for Project Deliverables and performance in accordance with the terms and conditions set forth in Appendix B to this Agreement. The payment terms set forth in Appendix B shall be subject to the contingencies for payment set forth in Section 4.3 of the Partner Organization Agreement.

ARTICLE IV
PARTNER ORGANIZATION AGREEMENT

Section 4.1. Partner Organization Agreement. The Parties have entered into a Partner Organization Agreement setting forth their respective rights and obligations in implementing the CNYCC Project Plan. This Agreement shall be interpreted and relied upon by the Parties as an addendum to the Partner Organization Agreement.

ARTICLE V
TERM AND TERMINATION

Section 5.1. Term. This Agreement shall terminate on March 31, 2020, unless the Agreement is terminated earlier in accordance with the provisions of this Article. The Parties may agree in writing to renew the Agreement for a specified time period.

Section 5.2. Termination by CNYCC. CNYCC may terminate this Agreement in the event that Project Participant breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from CNYCC specifying the nature of the breach (or such other longer cure period as CNYCC deems reasonable under the circumstances). In addition, CNYCC may terminate this Agreement upon twenty-four (24) hours' written notice to Project Participant if any license, certification or government approval of Project Participant material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

Section 5.3. Termination by Project Participant. Project Participant may terminate this Agreement in the event that CNYCC breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Project Participant specifying the nature of the breach (or such other longer cure period as Project Participant deems reasonable under the circumstances). In addition, Project Participant may terminate this Agreement upon twenty-four (24) hours' written notice to CNYCC, if CNYCC is suspended or excluded from DSRIP or the New York State Medicaid Program.

ARTICLE VI
DATA USE AND CONFIDENTIALITY

Section 6.1. Business Associate Agreement. The Parties agree that in order to implement the PPS Project, they may need to exchange PHI. The Parties have entered into a Business Associate Agreement that covers the exchange of PHI that may occur pursuant to this Agreement, or shall enter into a Business Associate Agreement, as a condition of entering into this Agreement.

Section 6.2. Duty to Protect Confidential Medical Information. The Parties agree that they will only use and share PHI with one another and, as necessary, with other providers in the CNYCC Network in a manner consistent with: (i) HIPAA; (ii) all other applicable state and federal laws and regulations; (iii) DSRIP program guidance issued by DOH or CMS; (iv) the Business Associate Agreement entered into by the Parties; and (v) applicable PPS Policies and Procedures for the exchange of PHI and Medicaid Confidential Data. To the extent legally required, or required by PPS Policies and Procedures, Project Participant shall seek any necessary consent from Patients with respect to any data to be shared for DSRIP purposes.

Section 6.3. Other Confidential Information. The exchange of all other information defined as confidential in accordance with the Partner Organization Agreement shall be governed by Article XII of that agreement.

ARTICLE VII
RECORD RETENTION

Section 7.1. Obligation to Maintain Records. The Parties shall maintain and retain operational, financial, administrative, and medical records, and other documents related to the subject matter of this Agreement in accordance with applicable law, DSRIP Requirements, and Article XIII OF THE Partner Organization Agreement.

ARTICLE VIII
DISPUTE RESOLUTION

Section 8.1. Either Party may initiate the Dispute Resolution Process in relation to a disagreement between the Parties that arises from or is related to performance under this Agreement, provided that if a Party is served with notice of a breach under this Agreement by the other Party, the Party notified must initiate the Dispute Resolution Process with three (3) business days of receiving the notice of breach and shall participate in good faith in the Dispute Resolution Process to expedite a resolution to the dispute. Neither Party shall use the Dispute Resolution Process to delay or avoid performance or termination of this Agreement.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

Section 9.1. Section Representations and Warranties of CNYCC. CNYCC hereby represents and warrants to Project Participant that neither CNYCC, nor any of its employees, agents, or contractors who will perform services pursuant to this Agreement, are excluded from participation in Medicare or Medicaid or any other federal or state health insurance program.

Section 9.2. Representations and Warranties of Project Participant. Project Participant hereby represents and warrants to CNYCC that:

(a) Neither Project Participant nor any of its subsidiaries, parent entities, employees, agents, or contractors are excluded from participation in the Medicare or Medicaid programs or any other federal or state health insurance program; and

(b) Project Participant's ability to provide health care services in New York State or any other jurisdiction is not now revoked, limited, suspended, or otherwise restricted in any manner.

ARTICLE X
INDEPENDENT CONTRACTORS

CNYCC and Project Participant understand and agree that the Parties intend to act and perform their respective obligations under this Agreement and DSRIP as independent contractors and that neither CNYCC nor Project Participant is an employee, partner, or joint venture of the other.

ARTICLE XI
LEGAL COMPLIANCE

Section 11.1. Compliance with Laws and Policies. In carrying out the terms of this Agreement, both Parties shall comply with all applicable federal, state and local laws, regulations and rules, DSRIP Requirements, and the CNYCC Compliance Program.

ARTICLE XII
INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 12.1. Indemnification. Each Party agrees to indemnify the other Party and its officers, directors, employees, agents, and subsidiaries for any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising from third party claims or government enforcement action asserted or incurred in connection with the indemnifying Party's: (a) failure to perform its obligations under this Agreement; (b) willful misconduct or negligent acts or omissions in carrying out services and obligations under this Agreement; or (c) the Party's violation of any law, statute, regulation, rule or standard of care. This indemnification obligation shall survive the termination of this Agreement. Neither Party shall indemnify the other Party for the negligent acts or omissions of any other Partner Organization or any other third party.

ARTICLE XIII
NOTICE

Section 13.1. Delivery of Notice. Except as otherwise specified herein, all notices under this Agreement shall be in writing and shall be delivered personally, mailed by first-class, registered, certified mail or overnight mail, return receipt requested, or via email:

If to CNYCC:	**If to Project Participant:**
Attn: Virginia Opipare	Attn:_____
Title: Executive Director	Title:_____
Address: 109 Otisco St. 2nd Floor Syracuse, NY 13204	Address:_____ _____
Email: Virginia.Opipare@cnycares.org	Email:_____

Section 13.2. Change of Notice Recipient. Each Party may designate in writing a new address to which any notice shall be delivered.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1. Amendment. This Agreement may only be amended, altered, or modified by a written agreement executed by the Parties, except: (i) for the reporting requirements set forth in Appendix B; and (ii) if changes to DSRIP Requirements mandated by CMS or DOH require amendment of this Agreement, CNYCC may amend this Agreement to the extent necessary to comply with such DSRIP Requirements and shall promptly notify Project Participant in writing of such amendments.

Section 14.2. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

Section 14.3. Entire Agreement. This Agreement supersedes all prior oral or written agreements, commitments, or understandings between the Parties with respect to the matters provided for herein, except for the Business Associate Agreement entered into between the Parties, and the Partner Organization Agreement, if the Parties have entered into such agreements at the time this Agreement is executed by the Parties.

Section 14.4. Waivers; Amendments. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. This Agreement may be waived, amended or modified only pursuant to an agreement or agreements in writing entered into by the Parties.

Section 14.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law rules.

Section 14.6. Non-Discrimination. Access to services under this Agreement will be based solely on criteria of prognosis and need for care and not on the basis of race, age, sex, color, religion, national origin, marital status, sexual orientation, disability, sponsorship, source of payment or other similar criteria.

Section 14.7. Non-Exclusivity. Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other entity for any purpose whatsoever.

Section 14.8. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 14.9. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

PROJECT PARTICIPANT

By: _____
Name: _____
Title: _____

CENTRAL NEW YORK CARE COLLABORATIVE, INC.

By: _____
Name: Virginia Opipare
Title: Executive Director

Appendix A

Project Requirements

The New York State Department of Health (DOH) has designated the requirements and timeline for completion for milestones for DSRIP Project 3aii (Project Requirements) that includes PPS participants from across the continuum of care. The following pages list the Project Requirements as set forth most recently by DOH.

Partner Organization shall make a good faith commitment to participating in meeting the Project Requirements as listed on the following pages by the deadlines specified below, to the extent such requirements are applicable to Partner Organization given the nature of the services it provides and its role in PPS projects. Such a good faith commitment is a prerequisite for receipt of project payments identified in Appendix B and will be required for receipt of project payments in future DSRIP years by partner organizations of types not specified for payment in DSRIP Year 1.

(A) Requirements with the "Unit Level" designation of the Project Participant's provider type are the individual responsibility of the Project Participant, including the provision to CNYCC of the related "Data Source(s)" required to substantiate completion of the project requirement.

(B) Requirements with the "Unit Level" designation of "Project" are the joint responsibility of CNYCC and its participating partner organizations. The Project Participant may bear some individual responsibility for activities related to the requirement including the provision of the related "Data Source(s)" required to substantiate completion of the project requirement.

Requirement Color:	Project 2ai Requirement Completed By:
Green	End of DY2Q4 (March 31, 2017)
Yellow	End of DY3Q4 (March 31, 2018)
Orange	End of DY4Q4 (March 21, 2019)

Project Domain	**Clinical Improvement Projects (Domain 3)**
Project ID	**3.a.ii**
Project Title	**Behavioral health community crisis stabilization services**

Index Score = 37

Definition of Actively Engaged	Participating patients receiving crisis stabilization services from participating sites, as determined in the project requirements.

Project Requirement		Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
1	Implement a crisis intervention program that, at a minimum, includes outreach, mobile crisis, and intensive crisis services.	PPS has established a crisis intervention program that includes outreach, mobile crisis, and intensive crisis services.	**Quarterly report narrative demonstrating successful implementation of project requirements**	**Quarterly reports demonstrating successful implementation of project requirements**	Project (By Crisis Site)
2	Establish clear linkages with Health Homes, ER and hospital services to develop and implement protocols for diversion of patients from emergency room and inpatient services.	PPS has implemented diversion management protocol with PPS Hospitals (specifically Emergency Departments).	**Documented diversion management guidelines and protocols**; Implementation plan; Policies and procedures regarding frequency of updates to guidelines and protocols	**Documented diversion guidelines and protocols**; Implementation plan; Policies and procedures regarding frequency of updates to guidelines and protocols; **Version log**	Project
3	Establish agreements with the Medicaid Managed Care organizations serving the affected population to provide coverage for the service array under this project.	PPS has engaged MCO in negotiating coverage of services under this project and/or MCO provides coverage for services in project.	MOU between PPS and MCO and/or evidence of negotiation for coverage of services with MCO	MOU between PPS and MCO and/or evidence of negotiation for coverage of services with MCO	Project
4	Develop written treatment protocols with consensus from participating providers and facilities.	Regularly scheduled formal meetings are held to develop consensus on treatment protocols.	Meeting schedule; Meeting agenda; Meeting minutes; List of attendees	Meeting schedule; Meeting agenda; Meeting minutes; List of attendees	Project
		Coordinated treatment care protocols are in place.	Documentation of protocols and guidelines; Written training materials; list of training dates along with number of staff trained	Documentation of protocols and guidelines; Written training materials; list of training dates along with number of staff trained	Project
5	Include at least one hospital with specialty psychiatric services and crisis-oriented psychiatric services; expansion of access to specialty psychiatric and crisis-oriented services.	PPS includes at least one hospital with specialty psychiatric services and crisis-oriented psychiatric services in provider network	Participating Provider List	Participating Provider List	Project
		PPS evaluates access to psychiatric services (in terms of community needs assessment, geographic access, wait times, and other measures), identifies improvement areas, and implements improvement steps.	Access plan specific to psychiatric and crisis-oriented services; Access improvement plan; Access reports (including geographic access and service wait time reports)	Access plan specific to psychiatric and crisis-oriented services; Access improvement plan; Access reports (including geographic access and service wait time reports)	Provider (Hospital)

Project Domain	**Clinical Improvement Projects (Domain 3)**
Project ID	**3.a.ii**
Project Title	**Behavioral health community crisis stabilization services**

Index Score = 37

Definition of Actively Engaged	Participating patients receiving crisis stabilization services from participating sites, as determined in the project requirements.

Project Requirement		Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
6	Expand access to observation unit within hospital outpatient or at an off campus crisis residence for stabilization monitoring services (up to 48 hours).	PPS includes hospitals with observation unit or off campus crisis residence locations for crisis monitoring.	Participating Provider List	Participating Provider List	Project
		PPS evaluates access to observation unit or off campus crisis residence services (in terms of community needs assessment, geographic access, wait times, and other measures), identifies improvement areas, and implements improvement steps.	Access plan specific to psychiatric and crisis-oriented services; Access improvement plan; Access reports (including geographic access and service wait time reports)	Access plan specific to psychiatric and crisis-oriented services; Access improvement plan; Access reports (including geographic access and service wait time reports)	Provider (Hospital, BH, Clinic)
7	Deploy mobile crisis team(s) to provide crisis stabilization services using evidence-based protocols developed by medical staff.	PPS includes mobile crisis teams to help meet crisis stabilization needs of the community.	Roster of mobile crisis team	Roster of mobile crisis team	Project (Mobile Crisis Teams)
		Coordinated evidence-based care protocols for mobile crisis teams are in place.	Documentation of care protocols; implementation plan; Written training materials; List of training dates along with number of staff trained	Documentation of care protocols; implementation plan; Written training materials; List of training dates along with number of staff trained	Project (Mobile Crisis Teams)

Project Domain	**Clinical Improvement Projects (Domain 3)**
Project ID	**3.a.ii**
Project Title	**Behavioral health community crisis stabilization services**

Index Score = 37

Definition of Actively Engaged	Participating patients receiving crisis stabilization services from participating sites, as determined in the project requirements.

Project Requirement		Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
8	Ensure that all PPS safety net providers have actively connected EHR systems with local health information exchange/RHIO/SHIN-NY and share health information among clinical partners, including direct exchange (secure messaging), alerts and patient record look up by the end of Demonstration Year (DY) 3.	EHR demonstrates integration of medical and behavioral health record within individual patient records.	Sample EHR demonstrating both medical and behavioral health Project Requirements	Sample EHR demonstrating both medical and behavioral health Project Requirements	Project
		EHR meets connectivity to RHIO's HIE and SHIN-NY requirements.	QE participant agreements; Sample of transactions to public health registries; **Evidence of DIRECT secure email transactions**	QE participant agreements; Sample of transactions to public health registries; **Use of DIRECT secure email transactions**	Provider (SN: PCP, Non-PCP, Hospital, BH)
		Alerts and secure messaging functionality are used to facilitate crisis intervention services.	EHR vendor documentation; Screenshots or other evidence of use of alerts and secure messaging; Written training materials; List of training dates along with number of staff trained in use of alerts and secure messaging	EHR vendor documentation; Screenshots or other evidence of use of alerts and secure messaging; Written training materials; List of training dates along with number of staff trained in use of alerts and secure messaging	Project
9	Establish central triage service with agreements among participating psychiatrists, mental health, behavioral health, and substance abuse providers.	PPS has implemented central triage service among psychiatrists and behavioral health providers.	**Operating agreements**; **Policies and procedures related to triage services**; reports demonstrating triage performance; Written training materials; List of training dates along with number of staff trained	**Operating agreements or policies and procedures related to triage services**; reports demonstrating triage performance; Written training materials; List of training dates along with number of staff trained	Project

Project Domain	**Clinical Improvement Projects (Domain 3)**
Project ID	**3.a.ii**
Project Title	**Behavioral health community crisis stabilization services**

Index Score = 37

Definition of Actively Engaged	Participating patients receiving crisis stabilization services from participating sites, as determined in the project requirements.

Project Requirement		Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
10	Ensure quality committee is established for oversight and surveillance of compliance with protocols and quality of care.	PPS has created an active quality subcommittee that reports to PPS quality committee that is representative of medical and behavioral health staff and is specifically focused on integration of primary care and behavioral health services within practice sites and other behavioral health project initiatives. *Note: Only one quality sub-committee is required for medical and behavioral health integration projects in Domain 3a.*	Quality committee membership list with indication of organization represented and staff category, if applicable	Quality committee membership list with indication of organization represented and staff category, if applicable	Project
		Quality committee identifies opportunities for quality improvement and use of rapid cycle improvement methodologies, develops implementation plans, and evaluates results of quality improvement initiatives.	Quality improvement plans; Root cause analysis; Implementation reports; Implementation results; Meeting minutes	Quality improvement plans; Root cause analysis, Implementation Reports; Implementation results; Meeting minutes	Project
		PPS evaluates and creates action plans based on key quality metrics, to include applicable metrics listed in Attachment J Domain 3 Behavioral Health Metrics.	Meeting minutes; Clinical quality improvement action plan; Follow-up evaluation of action plans	Meeting minutes; Clinical quality improvement action plan; Follow-up evaluation of action plans	Project
		PPS quality subcommittee conducts and/or reviews self-audits to ensure compliance with processes and procedures developed for this project.	Documentation of self-audits, including list of medical records audited, audit criteria, and results of audit	Documentation of self-audits, including list of medical records audited, audit criteria, and results of audit	Project
		Service and quality outcome measures are reported to all stakeholders including PPS quality committee.	Website URLs with published reports; Newsletters; Other documentation demonstrating distribution of quality outcomes; reports to PPS quality committee.	Website URLs with published reports; Newsletters; Other documentation demonstrating distribution of quality outcomes; reports to PPS quality committee.	Project
11	Use EHRs or other technical platforms to track all patients engaged in this project.	PPS identifies targeted patients and is able to track actively engaged patients for project milestone reporting.	Sample data collection and tracking system; EHR completeness reports (necessary data fields are populated in order to track project implementation and progress)	Sample data collection and tracking system; EHR completeness reports (necessary data fields are populated in order to track project implementation and progress)	Project

Appendix B
DSRIP Year 1 Payment for Project 3aii: Eligibility & Stipulations

Payment Type 1: Per Engaged Patient

- Eligible Partner Organizations: Partner organizations that currently provide crisis stabilization services within the CNYCC PPS (Cayuga, Lewis, Madison, Oneida, Onondaga, and Oswego counties)

  ❒ My organization is an eligible, *safety net* partner organization and intends to undertake necessary project activities in pursuit of this project payment type
  - Number of participating, distinct entities within contracting organization: ____. Please list: _____.

  ❒ My organization is an eligible, *safety net* partner organization and intends to fulfill necessary project activities in pursuit of this project payment type through a subcontract with organization: _____,
  - Number of participating, distinct entities within contracting organization: ____. Please list: _____.

  ❒ My organization, although an eligible, *safety net* partner organization, **does NOT** intend to undertake necessary project activities in pursuit of this project payment type

  ❒ My organization is an eligible, *non-safety net* partner organization and intends to independently undertake necessary project activities in pursuit of this project payment type, understanding that the amount of funding available to non-safety net participants in aggregate is limited to 5% of the total project valuation
  - Number of participating, distinct entities within contracting organization: ____. Please list: _____.

  ❒ My organization is an eligible, *non-safety net* partner organization and intends to undertake necessary project activities in pursuit of this project payment type as a subcontractor of organization: _____, an eligible, *safety net* partner organization

  ❒ My organization, although an eligible, *non-safety net* partner organization, **does NOT** intend to undertake necessary project activities in pursuit of this project payment type

  ❒ My organization is not an eligible partner organization of any type above

- Total Amount Available for DY1 Payments: $1,179,196

- Payment Amount Calculation: PMPY ($68.84 gross, $58.51 net) x number of validated, successfully actively engaged patients

Appendix C
Reporting Requirements

Project: Behavioral Health Community Crisis Stabilization Services (3.a.ii)

Project Title	Behavioral health community crisis stabilization services
Actively Engaged Definition	Participating patients receiving crisis stabilization services from participating sites, as determined in the project requirements.
Counting Criteria	A count of patients who meet the criteria over a 1-year measurement period. Duplicate counts of patients are allowed, provided they meet the criteria more than once. The count is not additive across DSRIP years.
Data Source	EHRs or other IT Platforms (i.e. patient registries).

Clarifying Information:

- "Participating patients" are people experience acutely psychotic episode or who are otherwise behaviorally unstable, who may potentially be referred to the ED, but who are instead diverted to more appropriate crisis stabilization services.
- Crisis stabilization services include all activities required to help stabilize one individual patient after an episode, including their immediate treatment and follow-up services. A readmission/relapse could count as another instance for that same patient who has achieved baseline after the previous event.
- While crisis stabilization services cannot include telepsychiatry on a long-term basis, telepsychiatry encounters with patients would be acceptable in an urgent situation for a patient in a rural or underserved area.
- As defined in Project Requirement 1, a crisis intervention program must include "at a minimum, outreach, mobile crisis, and intensive crisis services". To that end, a hotline on its own would not qualify as a "crisis intervention program."

CNYCC Defined Details:

In order to be considered actively engaged by definitions set by CNYCC, Medicaid members must:

- Have traditional Medicaid, be dually eligible for Medicaid and Medicare, or be a member of Medicaid Managed Care (e.g. Fidelis, Total Care or United Healthcare) **AND**

- Have received an approved crisis stabilization service from the list below:
  - Community and clinic based-crisis services (ACT Team, PROS, etc)
  - Crisis-focused Drop-in Centers/Same Day Appointments
  - Residential-based Crisis Services (Respite, Crisis Residence, Short-Term Stabilization, etc)
  - Home-based Crisis Services (HBCI, HBCS Waiver, Home-based crisis Services)
  - Mobile Crisis and Mobile Integration Teams – Adult/Youth
  - Community-based Substance Use-related Crisis Services **AND**

- Have **NOT** been submitted to other PPSs for payment.

Data Reporting Requirements

The data reporting requirements set forth in this appendix apply solely to the Behavioral Health Crisis Stabilization project regarding Medicaid Members who are considered actively engaged by the definitions and details stated above.

Data Elements

Partners shall report the following data elements to CNYCC with the frequency set forth below:

- **Patient Last Name**
- **Patient First Name**
- **Client Identification Number (CIN) or Medicaid Managed Care Subscriber ID**
- **Date that the Medicaid Member received Crisis Stabilization Services**
- **Crisis Stabilization Service that Member received (must be from approved list)**

In addition to the information (data elements) that is reported to CNYCC, Partners must retain the following information in the event of an audit.

- **Full Name of Medicaid Member**
- **Eligibility Status (Medicaid or Medicaid Managed Care, Crisis Stabilization Service received)**
- **Current Address (if reported)**
- **Current Phone Number (if reported)**
- **Current Email Address (if reported)**
- **Dates of any additional crisis stabilization encounters or follow-up with the Medicaid Member**

Reporting Schedule

Partners shall report the number of actively engaged patients each Monday for the previous week. For example: On Monday, February 15th, Partners are responsible for submitting patient engagement numbers for Monday, February 8th to Sunday, February 14th.

CNYCC has contracted with a Project Management software vendor who is developing a webform for each organization. Once the webform has been finalized and deployed, Partners will be responsible for entering the number of actively engaged patients on Mondays for the week prior; the webform will be sent automatically each week.

On the first Monday of a new month, Partners are responsible for uploading a Member Roster file that includes the data elements that were defined above for all engaged patients for the previous month. In order to send the file, Partners must utilize CNYCC's Secure File Transfer Protocol (SFTP)

Site. Instructions for site use, usernames and passwords will be distributed to individuals identified by Partner Organizations; this information will be sent separately.

Partners will be sent an excel template that they can use to create their rosters for data submission. The file naming convention should be: 3aii Date Parent Organization Name Actively Engaged Patient Roster. Please do not send a cumulative patient roster; each month submitted should have unique patients.