



## CNYCC Project 2biii Agreement “ED Care Triage”

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. 2<sup>nd</sup> 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 2biii, also known as ED Care Triage (“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 develop an evidence-based care coordination and transitional care program that will assist patients to link with a primary care physician/practitioner, support patient confidence in understanding and self-management of personal health condition(s), improve provider to provider communication, and provide supportive assistance to transitioning members to the least restrictive environment.

### 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:

<p>If to CNYCC:</p> <p><b>Attn: <u>Virginia Opipare</u></b></p> <p><b>Title: <u>Executive Director</u></b></p> <p><b>Address: 109 Otisco St. 2<sup>nd</sup> Floor Syracuse, NY 13204</b></p> <p><b>Email: <u>Virginia.Opipare@cnycares.org</u></b></p>	<p><b>If to Project Participant:</b></p> <p>Attn: _____</p> <p>Title: _____</p> <p>Address: _____ _____</p> <p>Email: _____</p>
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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 2biii (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.

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



<b>Project Domain</b>	System Transformation Projects (Domain)
<b>Project ID</b>	2.b.iii
<b>Project Title</b>	ED care triage for at-risk populations

Index Score = 43

<b>Definition of Actively Engaged</b>	The number of participating patients presenting to <del>at</del> the ED <del>and appropriately referred for</del> , who after medical screening examination <del>and were</del> successfully redirected to a PCP as demonstrated by <del>connection with their Health Home care manager or</del> a scheduled appointment.
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Project Requirement	Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level	
1	Establish ED care triage program for at-risk populations	Stand up program based on project requirements	<b>Project description &amp; necessary resources and key challenges</b>	<b>Status of implementation through Implementation Plan milestones; Quarterly Reports</b>	Project
2	Participating EDs will establish partnerships to community primary care providers with an emphasis on those that are PCMHs and have open access scheduling. a. Achieve NCQA 2014 Level 3 Medical Home standards or NYS Advanced Primary Care Model standards by the end of DSRIP Year 3. b. Develop process and procedures to establish connectivity between the emergency department and community primary care providers. c. Ensure real time notification to a Health Home care manager as applicable	All practices meet NCQA 2014 Level 3 PCMH and/or APCM standards.	<b>List of participating NCQA-certified and/or APC-approved physicians/practitioners (APC Model requirements as determined by NY SHIP);</b> Certification documentation	<b>List of participating NCQA-certified practices;</b> Certification documentation	Provider (PCP)
		EHR meets Meaningful Use Stage 2 CMS requirements (Note: any/all MU requirements adjusted by CMS will be incorporated into the assessment criteria.)	<b>Meaningful Use certification from CMS or NYS Medicaid or EHR Proof of Certification</b>	<b>Meaningful Use certification from CMS or NYS Medicaid</b>	Project
		<b>Encounter Notification Service (ENS) is installed in all PCP offices and EDs</b>	Contract Review of PPS; <b>Encounter Notification Summary</b> ; Report; <b>Vendor System Documentation</b> ; Other Sources demonstrating implementation of the system	Contract Review of PPS; <b>Screen shots of Installation in PCP and EDs</b> ; Report; <b>Vendor System Documentation, if applicable</b> ; Other Sources demonstrating implementation of the system	Provider (PCP and Hospital)

Changed from: Encounter Notification Service (ENS) is installed in all PCP and EDs

<b>Project Domain</b>	System Transformation Projects (Domain)
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Project Requirement	Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
3 For patients presenting with minor illnesses who do not have a primary care provider: a. Patient navigators will assist the presenting patient to receive an immediate appointment with a primary care provider, after required medical screening examination, to validate a non-emergency need. b. Patient navigator will assist the patient with identifying and accessing needed community support resources. c. Patient navigator will assist the member in receiving a timely appointment with that provider's office (for patients with a primary care provider).	A defined process for triage of patients from patient navigators to non-emergency PCP and needed community support resources is in place.	Protocol documentation; Detailed Steps and Process Flows within the ER; Other Sources demonstrating implementation of the system; list of non-emergent encounters eligible for triage	Protocol documentation; Detailed Steps and Process Flows within the ER; Other Sources demonstrating implementation of the system; list of non-emergent encounters eligible for triage	Project
4 Established protocols allowing ED and first responders - under supervision of the ED practitioners - to transport patients with non-acute disorders to alternate care sites including the PCMH to receive more appropriate level of care. (This requirement is optional.)	PPS has protocols and operations in place to transport non-acute patients to appropriate care site. (Optional).	Protocol documentation; ED encounter report includes billings algorithm categorization including 1. Non-Emergent 2. Emergent/Primary Care Treatable (CAT Scans or Lab Test) 3. Emergent ED Care Needed/Avoidable (asthma flare-ups, diabetes, heart failure, etc...) 4. Emergent ED Care Needed - Not Preventable/Avoidable	Protocol documentation; ED encounter report includes billings algorithm categorization including 1. Non-Emergent 2. Emergent/Primary Care Treatable (CAT Scans or Lab Test) 3. Emergent ED Care Needed/Avoidable (asthma flare-ups, diabetes, heart failure, etc...) 4. Emergent ED Care Needed - Not Preventable/Avoidable	Provider (Hospital)
5 Use EHRs and other technical platforms to track all patients engaged in the 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 2biii: Eligibility & Stipulations

### Payment Type 1: Per Engaged Patient

- Eligible Partner Organizations: Hospitals with Emergency Departments
  - 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 EDs within contracting organization: \_\_\_\_\_
  - 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 EDs within subcontracted organization: \_\_\_\_\_
  - 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 EDs within contracting organization: \_\_\_\_\_
  - 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: \$1,612,811
- Payment Amount Calculation: PMPY (\$174.27 gross, \$148.13 net)x number of validated, successfully actively engaged patients
- Additional Payment Stipulations:
  - Partner Organizations will submit patient rosters in accordance with project reporting protocols.



Payment Mechanism 2: Lump sum payment for PPS-approved ED Care Triage program

- Eligible Partner Organizations: Hospitals with Emergency Departments
  - 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 EDs within contracting organization: \_\_\_\_\_
  - 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 EDs within subcontracted organization: \_\_\_\_\_
  - 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 EDs within contracting organization: \_\_\_\_\_
  - 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: \$1,797,131
- Payment Amount Calculation: \$797,131 divided equally among 12 EDs for planning \$1,000,000 for implementation, half divided equally among 12 EDs and half scaled by annual volume of ED visits among CNYCC attributed population
- Estimated Average Payment Per Partner: \$66,427.58 per ED for planning, average \$83,333.33 per ED for implementation of plan



Payment Mechanism 3: Lump sum payment for completion of primary care scheduling questionnaire

- Eligible Partner Organizations: Partner organizations providing primary care
  - 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 primary care sites within contracting partner 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 primary care sites within subcontracted 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 primary care sites within contracting partner 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: \$299,522
- Payment Amount Calculation: \$299,522 divided equally among eligible primary care sites that submit complete questionnaire
- Estimated Average Payment Per Partner: \$2,400 per site assuming 125 sites



#### Payment Mechanism 4: Performance incentive payment for primary care practices

- Eligible Partner Organizations: Partner organizations providing primary care
  - 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 primary care sites within contracting partner 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 primary care sites within subcontracted 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 primary care sites within contracting partner 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: \$898,566
- Payment Amount Calculation: \$898,566 divided proportionally among practices, scaled by the fraction of the total number of engaged patients for whom the practice scheduled appointments who did not experience a PPE in the 3 months following the scheduled appointment
- Estimated Average Payment Per Partner: \$7,188.53 per site assuming 125 sites and that all perform equally well



### Appendix C Reporting Requirements

Project: ED Care Triage (2.b.iii)

#### NYS Defined Information:

<b>Project Title</b>	ED Care Triage for at-risk populations
<b>Actively Engaged Definition</b>	The number of participating patients presenting to the ED, who after medical screening examination were successfully redirected to a PCP as demonstrated by a scheduled appointment. The term successfully redirected means that the patient had and was made aware of an appointment with a PCP within 30 days after ED presentation and medical screening. It is expected that the redirection could occur within or en route to the ED.
<b>Counting Criteria</b>	A count of patients who meet the criteria over a 1-year measurement period. Duplicate counts of patients are not allowed. The count is not additive across DSRIP years.
<b>Data Source</b>	EHRs or other IT Platforms (i.e. patient registries).

#### Clarifying Information:

- The term “successfully redirected” means that the patient had and was made aware of an appointment with a PCP within 30 days after ED presentation and medical screening.
- A redirection could occur within or en route the ED.

For patients presenting with minor illnesses who **DO NOT** have a primary care provider (PCP):

- Patient Navigators will assist the presenting patient to receive an immediate appointment with a primary care provider (PCP) after the required medical screening examination, to validate a non-emergency need.
- Patient Navigator will assist the patient with identifying and accessing needed community support resources.

For patients presenting with minor illnesses who **DO** have a primary care provider (PCP):

- Patient Navigators will assist the patient in receiving a timely appointment with that provider’s office.

#### CNYCC Defined Information:

The term “Patient Navigator” title is a placeholder. The “Patient Navigator” refers to an individual or individuals that provides the required services within the Emergency Department. This position(s) does not need to have the label of “Patient Navigator.”

While subject to change, CNYCC is currently interpreting the expectation that “redirection could occur within or en route to the ED” to be satisfied if the patient has a scheduled appointment and is notified of that appointment within 2 calendar days of the date of discharge from the Emergency Department.

In order to be considered actively engaged by definitions set by NYS DOH and 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 been identified by ED's own clinical determination of an ambulatory-sensitive condition. (Entity must provide a brief narrative of their overall clinical determination protocol). **OR**
- Have an Emergency Severity Index level of 3, 4, or 5 if entity has no such clinical determination system of an ambulatory-sensitive condition. (If including Emergency Severity Index level 3, entity must provide their protocol for classification of an ESI 3, e.g., "vertical" vs. "horizontal" 3s). **AND**
- Have been successfully scheduled for a PCP Office Visit in the next 30 days after ED Presentation and medical screening **AND** <sup>14</sup>
- Have not been redirected previously in the same DSRIP Year. Once a new DSRIP Year has begun, the Medicaid Member can be counted again if they re-present.
- 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 ED Care Triage 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 the Medicaid Member Presented to ED (Discharge Date)**
- **Date the individual was made aware of their PCP appointment (if different from date ED contacted PCP to schedule the appointment)**
- **Name of Practice where Patient has a scheduled PCP appointment**
- **Date of the scheduled PCP appointment (MUST BE WITHIN 30 DAYS OF ED DISCHARGE)**

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 Patient who presented to the Emergency Department and was successfully redirected to a PCP via a scheduled appointment within 30 days**
- **Eligibility Status (Medicaid or Medicaid Managed Care)**
- **Current Address (if reported)**
- **Current Phone Number (if reported)**
- **Current Email Address (if reported)**
- **Dates of any additional ED Presentations or follow-up with Medicaid Member**

### Reporting Schedule





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

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 actively engaged numbers 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: **2biii Date Parent Organization Name Actively Engaged Patient Roster**. Please do not send a cumulative patient roster; each month submitted should have unique patients.