CNYCC Project 2ai Agreement

"Create Integrated Delivery Systems that are focused on Evidence-Based Medicine / Population Health Management" Agreement

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 the "Create Integrated Delivery Systems that are focused on Evidence-Based Medicine / Population Health Management" (2ai) project ("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 the PPS Project is to create an integrated, collaborative and accountable service delivery structure that incorporates the full continuum of care, eliminating service fragmentation while increasing the opportunity to align provider incentives. This project will facilitate the creation of this structure by incorporating the medical, behavioral health, post-acute, long term care, social service organizations and payers to transform the current service delivery system from one that is institutionally-based to one that centers around community-based care. Each organized integrated delivery system (IDS) will be accountable for delivering accessible evidence-based, high quality care in the right setting, at the right time, at the appropriate cost. These organized IDSs will commit to devising and implementing comprehensive population health management strategies and be prepared for active engagement in New York State's payment reform efforts.

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 regulations;

(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;

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 2.a.i (Project Requirements) to build an integrated delivery system (IDS) 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	**System Transformation Projects (Domain 2)**
Project ID	**2.a.i**
Project Title	**Create an Integrated Delivery System focused on Evidence Based Medicine and Population Health Management**

Index Score = 56

Project Requirement		Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
1	All PPS providers must be included in the Integrated Delivery System. The IDS should include all medical, behavioral, post-acute, long-term care, and community-based service providers within the PPS network; additionally, the IDS structure must include payers and social service organizations, as necessary to support its strategy.	PPS includes continuum of providers in IDS, including medical, behavioral health, post-acute, long-term care, and community-based providers.	Provider network list; Periodic reports demonstrating changes to network list; **Contractual agreements amongst providers in the IDS**	Provider network list; Periodic reports demonstrating changes to network list; **Contractual agreements.**	Project
2	Utilize partnering HH and ACO population health management systems and capabilities to implement the PPS' strategy towards evolving into an IDS.	PPS produces a list of participating HHs and ACOs.	Updated list of participating HH; Written agreements; Evidence of interaction	Updated list of participating HH; written agreements, evidence of interaction.	Project
		Participating HHs and ACOs demonstrate real service integration which incorporates a population management strategy towards evolving into an IDS.	Periodic progress reports on implementation that demonstrate a path to evolve HH or ACO into IDS.	Periodic progress reports on implementation that demonstrate a path to evolve HH or ACO into IDS.	Project
		Regularly scheduled formal meetings are held to develop collaborative care practices and integrated service delivery.	Meeting schedule; Meeting agenda; Meeting minutes; List of attendees.	Meeting schedule; Meeting agenda; Meeting minutes; List of attendees.	Project

Project Domain	**System Transformation Projects (Domain 2)**
Project ID	**2.a.i**
Project Title	**Create an Integrated Delivery System focused on Evidence Based Medicine and Population Health Management**

Index Score = 56

Project Requirement		Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
3	Ensure patients receive appropriate health care and community support, including medical and behavioral health, post-acute care, long term care and public health services.	Clinically Interoperable System is in place for all participating providers.	HIE Systems report, if applicable; Process work flows; Documentation of process and workflow including responsible resources at each stage of the workflow; Other sources demonstrating implementation of the system	HIE Systems report, if applicable; Process work flows; Documentation of process and workflow including responsible resources at each stage of the workflow; Other sources demonstrating implementation of the system	Project
		PPS has protocols in place for care coordination and has identified process flow changes required to successfully implement IDS.	Process flow diagrams demonstrating IDS processes	Process flow diagrams demonstrating IDS processes	Project
		PPS has process for tracking care outside of hospitals to ensure that all critical follow-up services and appointment reminders are followed.	Contract; Report; Periodic reporting of discharge plans uploaded into EHR; Other sources demonstrating implementation of the system	Contract; Report; Periodic reporting of discharge plans uploaded into EHR; Other sources demonstrating implementation of the system	Project
		PPS trains staff on IDS protocols and processes.	Written training materials; list of training dates along with number of staff trained.	Written training materials; list of training dates along with number of staff trained.	Project
4	Ensure that all PPS safety net providers are actively sharing EHR systems with local health information exchange/RHIO/SHIN-NY and sharing health information among clinical partners, including directed exchange (secure messaging), alerts and patient record look up, by the end of Demonstration Year (DY) 3.	EHR meets connectivity to RHIO's HIE and SHIN-NY requirements.	QE participation agreement; sample of transactions to public health registries; **Evidence of DIRECT secure email transactions**	QE participation agreement; sample of transactions to public health registries; **use of DIRECT secure email transactions**	Provider (SN: PCP, Non-PCP, Hospital, BH, SNF)
		PPS uses alerts and secure messaging functionality.	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

Project Domain	**System Transformation Projects (Domain 2)**
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Project Requirement		Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
5	Ensure that EHR systems used by participating safety net providers meet Meaningful Use and PCMH Level 3 standards **and/or APCM** by the end of Demonstration Year 3.	EHR meets Meaningful Use Stage 2 CMS requirements (Note: any/all MU requirements adjusted by CMS will be incorporated into the assessment criteria).	**Meaningful Use certification from CMS or NYS Medicaid or EHR Proof of Certification**	**Meaningful Use certification from CMS or NYS Medicaid**	Project
		PPS has achieved NCQA 2014 Level 3 PCMH standards and/or APCM.	**List of participating NCQA-certified and/or APC-approved physicians/practioners (APC Model requirements as determined by NY SHIP)**; Certification documentation	**List of participating NCQA-certified practices**; Certification documentation	Provider (SN: PCP)
6	Perform population health management by actively using EHRs and other IT platforms, including use of targeted patient registries, for all participating safety net providers.	PPS ~~identifies targeted patients through~~ patient registries and is able to track actively engaged patients for project milestone reporting.	Sample patient registries; EHR completeness reports (necessary data fields ~~sufficiently~~ accurate to conduct population health management)	Sample patient registries; EHR completeness reports (necessary data fields sufficiently accurate to conduct population health management)	Project
7	Achieve 2014 Level 3 PCMH primary care certification and/or meet state-determined criteria for Advanced Primary Care Models for all participating PCPs, expand access to primary care providers, and meet EHR Meaningful Use standards by the end of DY 3.	Primary care capacity increases improved access for patients seeking services - particularly in high-need areas.	Status reporting of recruitment of PCPs, particularly in high-need areas; Demonstration of improved access via CAHPS measurement	~~Status reporting of recruitment of PCPs~~, particularly in high-need areas; Demonstration of improved access via CAHPS measurement	Project
		All practices meet 2014 NCQA Level 3 PCMH and/or APCM standards.	**List of participating NCQA-certified and/or APC-approved physicians/practioners (APC Model requirements as determined by NY SHIP)**; Certification documentation	**List of participating NCQA-certified practices**; 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.)	**Meaningful Use certification from CMS or NYS Medicaid or EHR Proof of Certification**	**Meaningful Use certification from CMS or NYS Medicaid**	Project

Timeframe previously: Project System Changes

Changed from: Achieve 2014 Level 3 PCMH primary care certification for all participating PCPs, expand access to primary care providers, and meet EHR Meaningful Use standards by the end of DY 3.

Project Domain	**System Transformation Projects (Domain 2)**
Project ID	**2.a.i**
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Index Score = 56

	Project Requirement	Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level	
8	Contract with Medicaid Managed Care Organizations and other payers, as appropriate, as an integrated system and establish value-based payment arrangements.	Medicaid Managed Care contract(s) are in place that include value-based payments.	Documentation of executed Medicaid Managed Care contracts; Report demonstrating percentage of total provider Medicaid reimbursement using value-based payments	Documentation of executed Medicaid Managed Care contracts; Report demonstrating percentage of total provider Medicaid reimbursement using value-based payments	Project	Timeframe previously: Project System Changes.
9	Establish monthly meetings with Medicaid MCOs to discuss utilization trends, performance issues, and payment reform.	PPS holds monthly meetings with Medicaid Managed Care plans to evaluate utilization trends and performance issues and ensure payment reforms are instituted.	Meeting minutes; agendas; **Medicaid MCO attendee list**; meeting materials; process of reporting meeting outcomes/recommendations to stakeholders and PPS leadership	Meeting minutes; agendas; **attendee lists**; meeting materials; process of reporting meeting outcomes/recommendations to stakeholders and PPS leadership	Project	
10	Re-enforce the transition towards value-based payment reform by aligning provider compensation to patient outcomes.	~~PPS submitted~~ a growth plan outlining the strategy to evolve provider compensation model to incentive-based compensation	**VBP Growth Plan**; Compensation model; ~~consultant~~ recommendations	Compensation model; **implementation plan**; consultant recommendations	Project	Changed from: PPS has a plan to evolve provider compensation model to incentive-based compensation
		Providers receive incentive-based compensation consistent with DSRIP goals and objectives.	Contract; Report; **Payment reconciliation documentation**; Other sources demonstrating implementation of the compensation and performance management system	Contract; Report; **Payment Voucher**; Other sources demonstrating implementation of the compensation and performance management system	Project	Timeframe previously: Project System Changes.
11	Engage patients in the integrated delivery system through outreach and navigation activities, leveraging community health workers, peers, and culturally competent community-based organizations, as appropriate.	Community health workers and community-based organizations utilized in IDS for outreach and navigation activities.	Documentation of partnerships with community-based organizations; **Evidence of community-based health worker hiring**; **Co-location agreements between community health workers and CBOs**; **Job description of the community health workers**; Report on how many patients are engaged with community health worker	Documentation of partnerships with community-based organizations; Evidence community health worker hiring; **Co-location agreements/job descriptions**; Report on how many patients are engaged with community health worker	Project	

Appendix B
DSRIP Year 1 Payment for Project 2ai Activities: Eligibility & Stipulations

Payment Type 1: Lump sum for executed RHIO agreement with workflows for capturing patient consent

- Eligible Partner Organizations: All partner organizations with completed CNYCC Partner Agreements (RHIO Participation agreements are signed at the Tax ID level, partner organizations that do not provide healthcare services are eligible to sign RHIO participating agreements for purposes of using Direct secure messaging)

  ❒ 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 Tax IDs 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 Tax IDs 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 Tax IDs 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: $870,349

- Payment Amount Calculation: Total divided equally by number of eligible, responding organizations

- Estimated Average Payment Per Partner: $2,500
    - Assumptions: 350 eligible, responding partner organizations

- Payment Trigger(s):
    - Receipt of copy of executed RHIO participation agreement & completed consent management workflow questionnaire to be released in January 2016

<u>Payment Type 2: Lump sum for completed Electronic Medical Record (EMR) assessment of organization's ability to collect, extract, share, and report high-quality data (including gap analysis and plan for addressing identified gaps)</u>

- Eligible Partner Organizations: All partner organizations with completed Partner Agreements, including partner organizations that currently do not have an EMR

    ❒ 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 distinct EMRs in use within contracting partner 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 distinct EMRs in use 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 distinct EMRs in use within contracting partner 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: $1,450,582

- Payment Amount Calculation: Total divided equally by number of eligible, responding organizations times number of unique EMRs (by vendor) in use by each organization

- Estimated Average Payment Per Partner: $10,000 per EMR assessed (For clarification purposes, this means per EMR assessed by the organization, or if the organization does not currently have an EMR, for the submission of the organization's health information technology assessment).
    - Assumptions: 145 completed assessments

- Payment Trigger(s):
    - Receipt of satisfactorily completed EMR assessment, gap analysis, and plan
        - EMR assessments to be released in January 2016

- Payment Stipulations: Depth and breadth of gap analysis and plan will depend upon results of completed EMR assessment including but not limited to the following:
    - EMR Selection
    - EMR Implementation
    - EMR Upgrade
    - EMR Optimization
    - HIE Connectivity Plan
    - Reporting Plan
    - Data Sharing Roadmap
    - MU Attestation Plan

Payment Type 3: Lump sum for plan for PCMH/APC certification, recertification at higher level, or implementation of additional PCMH standards not part of successful 2014 recognition

- Eligible Partner Organizations: All partner organizations with completed Partner Agreements that provide primary care services and are eligible for PCMH recognition (click here for eligibility criteria)

    ❒ 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: $1,740,699

- Payment Amount Calculation: Total divided equally by number of eligible, responding organization primary care practice sites

- Estimated Average Payment Per Partner: $10,000 per plan
  - Assumptions: 145 eligible partner organization primary care practice sites

- Payment Stipulations:
  - Partner organizations will complete and submit a PCMH/APC plan which may include but is not limited to:
    1. An articulation of the organization's current state and how the organization plans to meet project requirements, given current state.
    2. The plan for adoption of PPS-wide protocols and screenings, when identified.
    3. An articulation of the organization's current capacity to monitor performance and implement improvements internally and a plan to monitor performance and implement improvements under this project.
    4. An articulation of the organization's sustainability plan for new elements implemented under this project.
    5. An articulation of how current staff will be used under this project and a plan for additional hiring needed (include credentialing needed, services to be provided by individual).
    6. Identification of key external partners that will be critical to meeting project requirements (if any)
    7. Submissions: Plan signed and submitted to Karen Joncas by deadline indicated in template plan.
    8. Signatures: Plan should be signed by those who have direct authority over implementation.

Payment Type 4: Lump sum for conformance with PPS-prescribed data specifications

- Activities & funds deferred to DSRIP Year 2