



CNYCC Project 2di Agreement “Patient Activation”

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 2di, also known as Patient Activation (“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 increase patient activation related to health care paired with increased resources that can help the uninsured (UI) as well as non-utilizing (NU) and low utilizing (LU) populations gain access to and utilize the benefits associated with DSRIP PPS projects, particularly primary and preventative services. The navigation services in this project assist these person to access the system effectively and appropriately by providing bridge support until the patient has the self-confidence to manage his/her own health.

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>Attn: <u>Virginia Opipare</u></p> <p>Title: <u>Executive Director</u></p> <p>Address: 109 Otisco St. 2nd Floor Syracuse, NY 13204</p> <p>Email: <u>Virginia.Opipare@cnycares.org</u></p>	<p>If to Project Participant:</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 2di (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	System Transformation Projects (Domain 2)
Project ID	2.d.i
Project Title	Implementation of Patient Activation Activities to Engage, Educate and Integrate the uninsured and low/non-utilizing Medicaid populations into Community Based Care

Index Score = 56

Definition of Actively Engaged	The number of individuals who completed PAM® or other patient engagement techniques.
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Project Requirements	Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
1 Contract or partner with community-based organizations (CBOs) to engage target populations using PAM® and other patient activation techniques. The PPS must provide oversight and ensure that engagement is sufficient and appropriate.	Partnerships with CBOs to assist in patient "hot-spotting" and engagement efforts as evidenced by MOUs, contracts, letters of agreement or other partnership documentation.	MOUs, contracts, letters of agreement or other partnership documentation; Quarterly report narrative demonstrating successful implementation of project requirements	MOUs, contracts, letters of agreement or other partnership documentation; Quarterly reports demonstrating successful implementation of project requirements	Project
2 Establish a PPS-wide training team, comprised of members with training in PAM® and expertise in patient activation and engagement.	Patient Activation Measure® (PAM®) training team established.	Names and roles of team staff trained in PAM® or other patient activation methods; Copy of training materials and trainers	Description of the following components: the names and roles of team staff trained in PAM®, by whom they were trained, copy training agenda materials, and team staff roles who will be engaged in patient activation	Project
3 Identify UI, NU, and LU "hot spot" areas (e.g., emergency rooms). Contract or partner with CBOs to perform outreach within the identified "hot spot" areas.	Analysis to identify "hot spot" areas completed and CBOs performing outreach engaged.	"Hot spot" map delineated by UI, NU, LU types; Evidence of CBO outreach within appropriate "hot spot" areas; Outreach lists for UI, NU, and LU populations	"Hot spot" map delineated by UI, NU, LU types; Evidence of CBO outreach within appropriate "hot spot" areas; Outreach lists for UI, NU, and LU populations	Project
4 Survey the targeted population about healthcare needs in the PPS' region.	Community engagement forums and other information-gathering mechanisms established and performed.	List of community forums held, detailing locations, agenda, and presenters; Documentation surveys or other information-gathering techniques	List of community forums held, detailing locations, agenda, and presenters; Documentation surveys or other information-gathering techniques	Project
5 Train providers located within "hot spots" on patient activation techniques, such as shared decision-making, measurements of health literacy, and cultural competency.	PPS Providers (located in "hot spot" areas) trained in patient activation techniques by "PAM® trainers".	List of PPS providers trained in PAM®; Training dates; Written training materials	List of PPS providers trained in PAM®; Training dates; Written training materials	Project

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Project Requirements	Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
6 Obtain list of PCPs assigned to NU and LU enrollees from MCOs. Along with the member's MCO and assigned PCP, reconnect beneficiaries to his/her designated PCP (see outcome measurements in #10). • This patient activation project should not be used as a mechanism to inappropriately move members to different health plans and PCPs, but rather, shall focus on establishing connectivity to resources already available to the member. • Work with respective MCOs and PCPs to ensure proactive outreach to beneficiaries. Sufficient information must be provided regarding insurance coverage, language resources, and availability of primary and preventive care services. The state must review and approve any educational materials, which must comply with state marketing guidelines and federal regulations as outlined in 42 CFR §438.104.	Procedures and protocols established to allow the PPS to work with the member's MCO and assigned PCP to help reconnect that beneficiary to his/her designated PCP.	Documented procedures and protocols; Information-exchange agreements between PPS and MCO	Documented procedures and protocols; Information-exchange agreements between PPS and MCO	Project
7 Baseline each beneficiary cohort (per method developed by state) to appropriately identify cohorts using PAM® during the first year of the project and again, at set intervals. Baselines, as well as intervals towards improvement, must be set for each cohort at the beginning of each performance period.	For each PAM® activation level, baseline and set intervals toward improvement determined at the beginning of each performance period (defined by the state).	Baseline, periodic and annual PAM® cohort reports and presentations	Baseline, periodic and annual PAM® cohort reports and presentations	Project
8 Include beneficiaries in development team to promote preventive care.	Beneficiaries are utilized as a resource in program development and awareness efforts of preventive care services.	List of contributing patient members participating in program development and awareness efforts	List of contributing patient members participating program development and awareness efforts	Project

Previously there was no Unit Level provided.

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Project Requirements	Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level
<p>9</p> <p>Measure PAM® components, including:</p> <ul style="list-style-type: none"> • Screen patient status (UI, NU and LU) and collect contact information when he/she visits the PPS designated facility or “hot spot” area for health service. • If the beneficiary is UI, does not have a registered PCP, or is attributed to a PCP in the PPS’ network, assess patient using PAM® survey and designate a PAM® score. <p>☑ Individual member’s score must be averaged to calculate a baseline measure for that year’s cohort.</p> <p>☑ The cohort must be followed for the entirety of the DSRIP program.</p> <ul style="list-style-type: none"> • On an annual basis, assess individual members’ and each cohort’s level of engagement, with the goal of moving beneficiaries to a higher level of activation. <ul style="list-style-type: none"> • If the beneficiary is deemed to be LU & NU but has a designated PCP who is not part of the PPS’ network, counsel the beneficiary on better utilizing his/her existing healthcare benefits, while also encouraging the beneficiary to reconnect with his/her designated PCP. <p>☑ The PPS will NOT be responsible for assessing the patient via PAM® survey.</p> <p>☑ PPS will be responsible for providing the most current contact information to the beneficiary’s MCO for outreach purposes.</p> <ul style="list-style-type: none"> • Provide member engagement lists to relevant insurance companies (for NU & LU populations) on a monthly basis, as well as to DOH on a quarterly basis. 	<p>Performance measurement reports established, including but not limited to:</p> <ul style="list-style-type: none"> - Number of patients screened, by engagement level - Number of clinicians trained in PAM® survey implementation - Number of patient: PCP bridges established - Number of patients identified, linked by MCOs to which they are associated - Member engagement lists to relevant insurance companies (for NU & LU populations) on a monthly basis - Member engagement lists to DOH (for NU & LU populations) on a monthly basis - Annual report assessing individual member and the overall cohort’s level of engagement 	<p>Performance measurement reports and presentations; Annual reports; Member engagement lists, by PAM® cohort</p>	<p>Performance measurement reports and presentations; Annual reports; Member engagement lists, by PAM® cohort</p>	<p>Project</p>

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Project Requirements	Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level	
10	Increase the volume of non-emergent (primary, behavioral, dental) care provided to UI, NU, and LU persons.	Volume of non-emergent visits for UI, NU, and LU populations increased.	Baseline non-emergent volume with periodic reports demonstrating increase in visits (specific to UI, NU, and LU patients)	Baseline non-emergent volume with periodic reports demonstrating increase in visits (specific to UI, NU, and LU patients)	Project
11	Contract or partner with CBOs to develop a group of community navigators who are trained in connectivity to healthcare coverage, community healthcare resources (including for primary and preventive services) and patient education.	Community navigators identified and contracted.	Periodic list of community navigator credentials (by designated area) detailing navigator names, location, and contact information	Periodic list of community navigator credentials (by designated area) detailing navigator names, location, and contact information	Provider (PAM® providers, CBOs)
		Community navigators trained in connectivity to healthcare coverage and community healthcare resources, (including primary and preventive services), as well as patient education.	List of training dates along with number of staff trained; Written training materials	List of training dates along with number of staff trained; Written training materials	Provider (PAM® providers, CBOs)
12	Develop a process for Medicaid recipients and project participants to report complaints and receive customer service.	Policies and procedures for customer service complaints and appeals developed.	Documented procedures and protocols	Documented procedures and protocols	Project
13	Train community navigators in patient activation and education, including how to appropriately assist project beneficiaries using the PAM®.	List of community navigators formally trained in the PAM®.	Description including the following components: the names and roles of team staff trained in PAM®, by whom they were trained, copy of training agenda materials, and team staff roles who will be engaged in patient activation	Description including the following components: the names and roles of team staff trained in PAM®, by whom they were trained, copy of training agenda materials, and team staff roles who will be engaged in patient activation	Provider (PAM® providers, CBOs)

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Project Requirements	Metric/Deliverable	Data Source(s)	Old Data Source(s)	Unit Level	
14	Ensure direct hand-offs to navigators who are prominently placed at "hot spots," partnered CBOs, emergency departments, or community events, so as to facilitate education regarding health insurance coverage, age-appropriate primary and preventive healthcare services and resources.	Community navigators prominently placed (with high visibility) at appropriate locations within identified "hot spot" areas.	Evidence of navigator placement by location	Evidence of navigator placement by location	Provider (PAM® providers, CBOs)
15	Inform and educate navigators about insurance options and healthcare resources available to UI, NU, and LU populations.	Navigators educated about insurance options and healthcare resources available to populations in this project.	List of navigators trained by PPS; List of the PPS trainers ; Training dates; Written training materials	List of navigators trained by PPS; Names of PPS trainers ; Training dates; Written training materials	Project
16	Ensure appropriate and timely access for navigators when attempting to establish primary and preventive services for a community member.	Timely access for navigator when connecting members to services.	Policies and procedures for intake and/or scheduling staff to receive navigator calls; List of provider intake staff trained by the PPS	Policies and procedures for intake and/or scheduling staff to receive navigator calls; List of provider intake staff trained by PPS	Project
17	Perform population health management by actively using EHRs and other IT platforms, including use of targeted patient registries, to track all patients engaged in the project.	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



Appendix B DSRIP Year 1 & 2 Payment for Project 2.d.i: Eligibility & Stipulations

Payment Mechanism 1: Per Engaged Patient for Providing PAM® Screening, Coaching for Activation®, and Referral to Services

- Eligible Partner Organizations: All partner organizations, including CBOs
 - 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 & DY2 Payments: \$2,194,737
- Payment Amount Calculation: PMPMY(\$150.00 gross, \$127.50 net) x number of validated, successfully actively engaged patients
- Additional Payment Stipulations: Organization will only be paid for PAM® screenings for the uninsured, low-utilizing, and non-utilizing target population not already so engaged



Payment Mechanism 2: Lump Sum for Participation in CNYCC Cultural Competency & Health Literacy Training

- Eligible Partner Organizations: All partner organizations, including CBOs
 - 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& DY2 Payments: \$1,000,000
- Payment Amount Calculation: \$1,000,000 divided by the number of participating organizations
- Estimated Average Payment Per Partner: \$5,000 per organization assuming 200 participating organizations



Payment Mechanism 3: Per Diem for Partner Organization Staff Members Trained to Provide PAM® screenings, Coaching for Activation®, and Referral to Services

- Eligible Partner Organizations: All partner organizations, including CBOs
 - 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& DY2 Payments: \$1,800,000
- Payment Amount Calculation: \$300 per diem per staff member who completes CNYCC-approved training to provide PAM®, CFA®, and Referral to Services



Payment Mechanism 4: Lump sum payment for development of technological capability to capture & report required data including performing electronic PAM® Screening, Coaching for Activation®, and Referral to Services where such capability does not presently exist

- Eligible Partner Organizations: All partner organizations, including CBOs
 - 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& DY2 Payments: \$88,000
- Payment Amount Calculation: \$88,000 divided among eligible partner organizations scaled by the number of staff who have enrolled in CNYCC-approved training to provide PAM®, CFA®, and Referral to Services
- Payment Stipulations: Payment only available to partner organizations with staff who have enrolled in CNYCC-approved training to provide PAM®, CFA®, and Referral to Services not currently capable of capturing & reporting required data including performing electronic PAM® Screening, Coaching for Activation®, and Referral to Services



Appendix C Reporting Requirements

Project: Patient Activation (2.d.i)

Project Title	Implementation of Patient Activation Activities to Engage, Educate and Integrate the uninsured and low/non-utilizing Medicaid populations into Community Based Care.
Actively Engaged Definition	The number of individuals who completed PAM® or other patient engagement techniques.
Counting Criteria	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.
Data Source	EHRs or other IT Platforms (i.e. patient registries).

Clarifying Information:

- Currently PAM® is the only activation measure being considered for implementation in this project.
- If additional patient engagement techniques are utilized, they must be evidenced-based and/or peer reviewed, demonstrating that they are patient activation techniques that are equal to or better than PAM®.
- PAM® surveys completed by parents/guardians on behalf of younger patients would count for active engagement.

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 been categorized as a Low or Non-Utilizer based on the pre-screening questionnaire **AND**
- Have not been PAM® screened more than once in the same Demonstration Year. Once a new Demonstration Year has begun, the Medicaid Member can be counted again if they are re-screened **AND**
- Have **NOT** been submitted to other PPSs for payment **OR**
- Be uninsured
- Have not been PAM® screened more than once in the same Demonstration Year. Once a new Demonstration Year has begun, the Medicaid Member can be counted again if they are re-screened **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 Patient Activation project regarding Medicaid Members and the uninsured who are considered actively engaged by the definitions and details stated above.

Data Elements

Partners shall collect the following data elements which will be captured in the Recording Requirement Spreadsheet.

- **Patient Last Name**
- **Patient First Name**
- **Client Identification Number (CIN) or Medicaid Managed Care Subscriber ID (if Medicaid Member) or Unique ID (Insignia Defined for Uninsured)**
- **Healthcare Insurance Status – Low Utilizer, Non Utilizer or Uninsured ONLY**
- **Consent for Release of Information – Yes or No**
- **Date of PAM® Screening/Initial Referral Date**
- **Date of Coaching for Activation (CFA®)**
- **Primary/Preventive Services Coordination Date – Not Required at This Time, More Info Forthcoming**

Reporting Schedule

Partners are responsible for uploading the Recording Requirements Spreadsheet by the Monday following the second Thursday of each month by 10 AM. Please see the chart below for exact due dates of Actively Engaged Patient Rosters.

Month of Engagement	Patient Roster Due
June 2016	July 18, 2016
July 2016	August 15, 2016
August 2016	September 12, 2016
September 2016	October 17, 2016
October 2016	November 14, 2016
November 2016	December 12, 2016
December 2016	January 16, 2017

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 spreadsheet for data submission. The file naming convention should be: **2di Date Parent Organization Name Actively Engaged Patient Roster**. Please do not send a cumulative patient spreadsheet; each month submitted should have unique patients.

If anyone has any questions regarding project requirements, please contact:

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