

POLICY: 1.021 NETWORK DEVELOPMENT

The NYP Health Home (NYPHH) will develop and maintain a Health Home Collaborator Network that provides access to care management and community based services within the HH catchment area. All NYP Health Home (NYPHH) contracted Care Management Agencies must provide reasonable and quality services to all patients assigned to their agency. All agencies are required to maintain compliance with statewide policies and guidelines and NYPHH requirements and provisions. The NYP Health Home does not contract with non-Medicaid providers. All Care Management Agencies must have the ability to bill Medicaid and Managed Care Plans for Care Coordination services.

PROCEDURES:

1. Requests to become a Care Management Agency (CMA) in the NYPHH network will be reviewed by the NYP Program Administrator, Director, and leadership within the Community and Population Health Division.
2. The HH will request a site visit with the CMA and review the following:
 - a. CMA mission and vision
 - b. CMA years of operation
 - c. HH and CMA catchment area served
 - d. CMA staffing model and capacity
 - e. CMA connections with other NYP programs and initiatives
 - f. COS Status with NYSDOH
 - i. If the agency does not bill Medicaid, the NYPHH will assist the agency with registering with the appropriate state partners. If the agency is not able to complete the required steps, they cannot provide Health Home Care Coordination services for the NYPHH.
 - ii. In addition, the NYPHH does not contract with non-Medicaid providers for Care Coordination services.
3. The NYPHH and the Community and Population Health Division leadership will review information above to approve or deny the CMA's request. All CMAs will be notified of the decision of their request.
4. If approved, the CMA must complete following onboarding Forms:
 - a. CMA Survey
 - b. Data Exchange Agreements (DEAA)
 - c. Memorandums of Understanding (MOU)
 - d. Business Associate Agreements (BAA).(Copies of CMA Onboarding Forms can be found on *Appendix Q*)
5. CMAs are also required to have access to the following systems:
 - a. AllScripts Care Director (ACD)
 - b. Health Commerce System (HCS)
 - i. For instructions on requesting an HCS account, please review https://apps.health.ny.gov/pub/ctrldocs/paperless_edoc2.pdf.
 - c. MAPP Portal
 - i. For instructions on accessing MAPP, please visit https://www.health.ny.gov/health_care/medicaid/program/medicaid_health_h

- [omes/mapp/index.htm](https://www.health.ny.gov/health_home/mapp/index.htm), and click under “Health Home Tracking System” for guidance.
- d. Uniform Assessment System of New York (UAS-NY)
 - i. For instructions on requesting a UAS-NY account, please visit https://www.health.ny.gov/health_care/medicaid/program/medicaid_health_homes/docs/uas_support_for_users.pdf.
 - e. BTQ Financial (BTQ)
6. The Health Commerce System, UAS-NY, and MAPP portal access are responsibility of the CMA. The NYPHH will process access requests for ACD and BTQ Financial using the CMA Survey.
 7. All documentation is submitted to NYS DOH for final approval and confirmation the CMA is considered an enrolled provider in with a Category of Service (COS) 0265 (Case Management).
 8. All new CMAs will be provided training in the following areas:
 - a. Health Home Care Management 101
 - b. HH Referral, Assignment, and Comprehensive Care Management Workflows
 - c. Introduction to AllScripts Care Director
 - d. BTQ Portal New User Training (Provided by BTQ)
 1. Within 120 days of approval, the CMA is required to have a Health Home policy and procedure manual developed and implemented. The CMA must also have all system access implemented with the appropriate users. All contracted Care Management Agencies must have Policies and Procedures in place which maintain compliance with NYS Department of Health Medicaid Health Home Statewide Policy Guidance for Health Home services and operations which must include the following at minimum:
 - a. Program standards
 - b. Core services and billable activities
 - c. Health Home eligibility
 - d. Outreach
 - e. Enrollment
 - f. Comprehensive assessment
 - g. Patient centered care planning
 - h. Use of peer support
 - i. Reporting incidents and complaints
 - j. Consents
 - k. Transitions of care
 - l. Use of HIT
 - m. Withdrawal of consents
 - n. Protection of PHI
 - o. Continuity of care
 - p. Quality management

Network Updates:

1. The NYPHH will update its network listing periodically by submitting the appropriate documentation NYS DOH and the Medicaid Analytics Performance Portal (MAPP).
2. Contracted Care Management Agencies must notify NYPHH Program Administrator of all new hires and terminations. All necessary access forms must be submitted within 2 days of new hires start date

3. If a staff member is no longer employed by the CMA, the CMA designated contact must notify the NYPHH via email to nyphealthhome@nyp.org with the employee's username and date of termination. All terminations must be sent to the NYPHH within two days of the employee's last day with the agency.

APPENDIX Q. Copies of CMA Onboarding Forms (CMA Provider Contract, Assignment Specification Form, CMA Survey, DEAA)

CMA Provider Contract:

HEALTH HOME PROVIDER CONTRACT FOR MEDICAID FFS ENROLLEES

This Health Home Provider Contract (this "Contract") is made and entered into as of the date set forth on the signature page (the "Effective Date") between The New York and Presbyterian Hospital for its New York Presbyterian Health Home located at 177 Fort Washington Avenue, New York, New York 10032 (the "Health Home") and [REDACTED] located at [REDACTED] (the "Health Home Provider"). Each of the Health Home and Health Home Provider may be referred to herein as a "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, the federal Patient Protection and Affordable Care Act allows State Medicaid agencies to elect, and the New York State Department of Health ("NYS DOH") has so elected, to implement the Health Home model of service delivery;

WHEREAS, the Health Home has been approved by the NYS DOH to serve as a Medicaid Health Home (the "Health Home"), and, thus, to support the provision of coordinated, comprehensive medical and behavioral health care to patients with chronic conditions through care coordination and care management services that link patients enrolled in the Health Home to services that improve health outcomes, reduce preventable hospitalizations and emergency room visits, promote use of health information technology, and avoid unnecessary care;

WHEREAS, the Health Home will contract with health home providers to provide health home services, as authorized and defined in the New York State Health Home State Plan Amendment for Individuals with Chronic Behavioral and Medical Conditions (SPA #11-56); and

WHEREAS, the Health Home Provider desires to participate in the Health Home pursuant to the terms contained in this Contract.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I RESPONSIBILITIES OF THE HEALTH HOME

1.1 Reimbursement for Care Management Services. The Health Home shall promptly reimburse Health Home Provider for the care management services described on Exhibit A hereto (“Care Management Services”) in accordance with the provisions of Section 4.1 hereof. However, if the Health Home Provider participates in the OMH Targeted Case Management or HIV COBRA program, or provides Assertive Community Treatment (ACT) services, then it shall bill Care Management Services directly to the New York State Medicaid Program via eMEDNY for so long as such providers continue to be authorized to do so under the New York State Medicaid Program.

1.2 Health Home Patient Information Sharing Consent Form. The Health Home shall provide to Health Home Provider a Health Home Patient Information Sharing Consent Form (Consent Form) as prescribed by NYS DOH; the Health Home Provider shall be responsible for obtaining the patient’s signature to said Consent Form.

ARTICLE II RESPONSIBILITIES OF THE HEALTH HOME PROVIDER

2.1 Provision of Health Home Services (Services). Health Home Provider shall, and to the extent applicable shall require all of its staff members or personnel providing service hereunder (“Provider Staff”) to:

(a) Accept referrals of patients who have been assigned to the Health Home Provider (“Patients” or “Members”) within the timeframes set forth in the NYP Health Home Operating Protocols that will be developed by the Health Home. Such referrals shall be made based on Health Home Provider’s capacity to provide appropriate, client-based Health Home Services, the Patient’s place of residence, the Patient’s prior relationship (if any) with Health Home Provider; Health Home Provider’s experience and expertise with similarly situated Patients; and the Patient’s preference.

(b) Require its care management staff to secure necessary forms and information from assigned Patients such as the Consent Form prior to commencement of health home care management services

(c) As reasonably requested by the Health Home, participate in working committees established by the Health Home and/or attend meetings with other Health Home program participants

(d) Designate a liaison to interact with the Health Home and other Health Home program participants;

(e) Require its care management staff to meet core training requirements as determined by the Health Home in its NYP Health Home Operating Protocols.

(f) Use reasonable efforts to coordinate Patients' care with Patients' providers.

(g) Maintain complete and accurate records of all Services provided by it under this Contract, and provide the Health Home with access to such records and other information as reasonably requested by the Health Home in connection with its responsibilities under applicable law;

(h) Use reasonable efforts to utilize with the Health Home's IT System for information exchange relating to the treatment of Patients and coordination of care relating thereto as required by the Health Home Operating Protocols;

(i) As reasonably requested, by the Health Home, assist and cooperate with Health Home and the other Health Home Providers to achieve program goals and to implement final health home health information technology standards, as stipulated in the New York State Health Home State Plan Amendment within eighteen (18) months of program initiation, and to comply with those standards and

(j) Take all other reasonable actions required by NYS DOH, and/or reasonably requested by the Health Home relating to Health Home Provider's provision of Care Management Services pursuant to this Contract;

2.2 Compliance with Operating Protocols.

(a) Health Home Provider shall cooperate with the NYP Health Home Operating Protocols (the "Operating Protocols") developed by the Health Home and incorporated by reference into this Contract and attached hereto as Exhibit C.

(b) The Health Home shall notify Health Home Provider of any change to the Operating Protocols at least thirty (30) days prior to the implementation of the change. In the event that such change is required to be implemented sooner in order to meet NYS DOH requirements or to comply with any federal, state or local law or regulation (a "Required Change"), the Health Home shall promptly notify the Health Home Provider as soon as the Health Home becomes aware of the Required Change. Any change to the Operating Protocols shall

automatically be incorporated by reference into this Contract and be legally binding upon the Health Home Provider as of the effective date of the change in the case of Required Changes, and as of thirty (30) days after notice of the change in the case of all other changes.

(c) If (i) the Health Home Provider objects to the Operating Protocols adopted by the Health Home pursuant to Section 2.2(a) or (ii) a subsequent change to the Operating Protocols affects a material right or obligation of the Health Home Provider, or, significantly increases the Health Home Provider's cost of providing Care Management Services, the Health Home Provider may terminate this Contract by giving the Health Home ninety (90) days advance written notice thereof not more than thirty (30) days following the Health Home's adoption of the Operating Protocols or notice of such change, as applicable. Such termination shall be effective as of the end of the notice period, *provided* that any change to the Operating Protocols that the Health Home reasonably determines is a Required Change shall take effect as of the effective date the Health Home reasonably determines it is required, and the termination of this Contract based on the Health Home Provider's objection to the change shall be effective ninety (90) days after the Health Home's receipt of the Health Home Provider's notice of termination.

2.3 Submission of Data. Health Home Provider shall submit to Health Home any and all data maintained by Health Home Provider in the ordinary course of business pertaining to Care Management Services to Patients provided by Health Home Provider, and any other reports and information Health Home may reasonably require to meet its legal obligations under the Health Home program.

2.4 Audits and Inspections. Health Home Provider shall permit audits and inspection by the Health Home, the United States Department of Health and Human Services, the Comptroller General of the United States, the Centers for Medicare and Medicaid Services, NYS DOH, the New York State Office of the Medicaid Inspector General and/or any of their respective designees regarding pertinent books and records relating to Health Home Provider's services under this Contract. Health Home shall provide 10 business days notice for any routine audit conducted by Health Home and shall make reasonable efforts to notify Health Home Provider of any government inspection or audit of which it receives advance notice to the extent permitted by the applicable agency. In addition, Health Home Provider agrees to disclose the nature and extent of services provided and to furnish records at no charge to NYS DOH and/or CMS, Comptroller of the State of New York, the New York State Attorney General and the Comptroller General of the United States and any other governmental agency with jurisdiction and their authorized representatives upon request.

2.5 Site Evaluations. Health Home Provider will permit Health Home, the NYSDOH and CMS to conduct site evaluations of its facilities and equipment periodically in accordance with current state and federal laws and regulations and to comply with such agencies' recommendations, if any.

2.6 Financial Records. Health Home Provider shall maintain during the term of this Agreement (i) all financial records and statistical data that NYS DOH and any other federal or

state agency may require including books, accounts, journals, ledgers, and all financial records relating to capitation payments, third party health insurance recovery, and other revenue received and expenses incurred under this Agreement and (ii) all appropriate financial records to document fiscal activities and expenditures, including records relating to the sources and application of funds and to the capacity of Provider to bear the risk of potential financial losses related to this Agreement. Provider shall provide to Health Home and NYS DOH or other authorized federal, state or local regulatory agency, on request, all financial data and reports, and information concerning the appropriateness and quality of services provided, to the extent authorized by law.

2.7 Representations and Warranties. Health Home Provider represents and warrants that: (a) it has all licenses/authorizations required by applicable law to provide the Care Management Services required of it hereunder and such licenses/authorizations have not been suspended, revoked or limited; (b) it and its Provider Staff have not been excluded, debarred, suspended or otherwise become ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs nor is it or its Provider Staff included on the list of sanctioned individuals maintained by (i) the US Department of Health and Human Services' Office of Inspector General; (ii) the General Services Administration; and (iii) the New York State Office of Medicaid Inspector General; (c) all Provider Staff hold valid licenses/authorizations, as applicable for the nature of services being provided; (d) its execution or performance of this Contract will not breach, conflict with or otherwise violate the terms and conditions of any other Contract to which it is a party or by which it is otherwise bound; (e) it will take all actions reasonably necessary for Health Home to remain in compliance with NYS DOH health home requirements as related to the Health Home Provider's obligations hereunder; and (f) it will notify Health Home promptly in the event Health Home Provider learns that any of these representations has become untrue in any respect material to the provision of Health Home Provider's services.

ARTICLE III COMPLIANCE WITH APPLICABLE LAW

Each Party agrees to comply with, and shall require its respective staff members providing services to Patients to comply, with all applicable federal, state and local laws, rules and regulations (including, without limitation, the requirements of the federal Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their related regulations and those relating to health homes), Section 2780(7) of the New York Public Health Law and all rules, policies and procedures of NYS DOH relating to health homes and the provision of services to Patients (including, without limitation, the Interim New York State Health Home Provider Qualification Standards and the New York State Health Home State Plan Amendment), each of which is hereby incorporated into this Contract by reference, as may be amended, supplemented or otherwise modified from time to time.

ARTICLE IV FINANCIAL ARRANGEMENTS

4.1 Reimbursement for Care Management Services. No reimbursement shall be paid to Health Home Provider for any Care Management Services for which the Health Home Provider directly bills through eMedNY for reimbursement. (See Section 1.1 infra_)

4.2 Administrative Charges for Health Home Patients billed to eMedNY. For Health Home Patients assigned to Health Home Provider that are billed to eMedNY, Health Home will charge Health Home Provider Health Home administrative costs incurred by the Health Home as set forth in Exhibit A and E.

4.3 No Other Reimbursement. Payment under this Contract shall be limited to reimbursement for Care Management Services set forth in Exhibit A and E. Health Home shall have no financial responsibility for any services provided by Health Home Provider to Patients other than covered Care Management Services.

ARTICLE V TERM

The term of this Contract shall commence as of the Effective Date, and shall continue until May 1, 2014 unless terminated earlier in accordance with its terms. Thereafter, this Contract shall renew annually for consecutive one year terms, unless either party provides written notice of its intent not to renew this Contract to the other party at least sixty (60) days prior to the end of the current term, or it is terminated earlier in accordance with its terms.

ARTICLE VI TERMINATION

6.1 Termination by Either Party.

(a) Either Party may terminate this Contract upon the material breach by the other Party of its obligations hereunder if such breach remains uncured for a period of thirty (30) days after the terminating Party has given the other Party written notice of that breach; provided that no opportunity to cure shall be provided and termination shall be immediate in the event of (a) a breach that cannot be reasonably cured within thirty (30) days or (b) a breach that otherwise cause a material violation of applicable laws, rules, regulations or accreditation standards applicable to the terminating party.

(b) Health Home Provider may terminate this Contract in accordance with the provisions of Section 2.2(c) or in accordance with the last sentence of Section 2 of Exhibit A.

(c) Either Party may terminate this Contract at any time without cause by giving not less than ninety (90) days written notice to the other Party.

6.2 Post-Termination Responsibilities.

(a) In the event of termination of this Contract for any reason, the Health Home Provider shall cooperate with the other health home providers, and the Health Home with respect to the development of a transition plan to facilitate continuity of patient care and the reassignment of Patients to other health home providers who have contracted with the Health Home to provide Care Management Services. Health Home Provider shall continue performing Care Management Services for Patients assigned to it prior to such termination for up to an additional ninety (90) days following such termination if requested by Health Home. Health Home shall make reasonable best efforts to procure reimbursement for such services, from NYS DOH, and if Health Home receives reimbursement, Health Home shall continue to compensate Health Home Provider for such covered Care Management Services in accordance with Section 4.1; provided that Health Home Provider shall continue to provide Care Management Services during such transition even if Health Home is unable to receive reimbursement itself and in turn pay Health Home Provider.

ARTICLE VII CONFIDENTIALITY

7.1 General.

(a) “Health Home Confidential Information” shall mean any facts, opinion, conclusions, projections, software, data, information, trade secrets, hardware or know-how relating to the Health Home or the Health Home, as well as future development, or financial matters relating to Health Home present or future programs, technology, consumers, employees, beneficiaries or business, whether communicated orally or in writing or obtained by Health Home Provider through observation or examination of Health Home facilities, information or procedures. Without limiting the foregoing, “Health Home Confidential Information” shall also include all analyses, compilations, studies or other documents or information prepared by or on behalf of Health Home Provider for the purpose of the Health Home. The Parties acknowledge and agree that the Health Home Confidential Information is the sole property of the Health Home as the Health Home designated by NYS DOH, and that any Health Home Confidential Information Health Home Provider receives on behalf of the Health Home in order to perform Health Home Provider’s obligations hereunder and assist the Health Home, Health Home Provider shall maintain in its custody in accordance with New York State requirements and applicable law except as otherwise required by law, a governmental agency, or a court. Health Home Provider shall not disclose any such Health Home Confidential Information to any third parties or use it for any purpose except as required to carry out its obligations under this Contract and, upon termination or expiration of this Contract, shall return to Health Home all Health Home Confidential Information in its possession or in Health Home’s discretion destroy it.

(b) “Health Home Provider Confidential Information” shall mean any facts, opinion, conclusions, projections, software, data, information, trade secrets, hardware, or how-how relating to the Health Home Provider, as well as future development, or financial matters relating to Health Home Provider present or future programs, technology, consumers, employees, beneficiaries or business, whether communicated orally or in writing or obtained by Health Home through observation or examination of Health Home Provider’s facilities, information or procedures. Without limiting the foregoing, “Health Home Provider Confidential Information” shall also include all analyses, compilations, studies or other documents or information prepared by or on behalf of Health Home Provider for its own purposes, which is shared with Health Home. The Parties acknowledge and agree that the Health Home Provider Confidential Information is the sole property of Health Home Provider, and Health Home agrees to hold any Health Home Provider Confidential Information it receives pursuant to this Contract in confidence and to protect and safeguard such Health Home Provider Confidential Information with at least the same degree of care as it protects and safeguards its own Confidential Information. Except as otherwise provided by law, a governmental agency or a court, Health Home shall not disclose any such Health Home Provider Confidential Information to any third parties or use it for any purpose except as required to carry out its obligations under this Contract and, upon termination or expiration of this Contract shall return to Health Home Provider all Health Home Provider Confidential Information in its possession or at Health Home Provider’s discretion destroy it.

(c) Notwithstanding anything to the contrary in this Section 7.1, except for Patients’ personal health information (PHI) Confidential Information of any Party shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure by the disclosing Party through no action or inaction of the receiving Party or any agent or employee of the receiving Party; (iii) is in the possession of the receiving Party at the time of disclosure by disclosing Party, as shown by written records; (iv) is received by the receiving Party from a third party without an accompanying duty of confidentiality; or (v) is required to be disclosed by the receiving Party pursuant to a court order, provided that to the extent permitted by law, the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure, and cooperates with the disclosing party in any proceeding disclosing party may bring to limit disclosure and or seek a protective order.

7.2 Specific Requirements under Data Exchange Application and Contract (“DEAA”) with NYS DOH. As a condition to the receipt of Medicaid data from NYS DOH, the Health Home is required to include certain provisions in any subcontract with any third party who will have access to such Medicaid data. Accordingly, with respect to any Medicaid data received under the DEAA, Health Home Provider hereby agrees to comply with the NYS DOH confidentiality requirements attached as Exhibit C and with the provisions of the NYS DOH Business Associate Contract attached as Exhibit D and incorporated herein.

7.3 Access to Health Home Software System. a) Health Home Provider shall be granted access to NYP’s Allscripts Care Director software system (or such software program as

Health Home may designate) (hereafter CMIT) for the limited purpose of obtaining information solely related to providing Health Home Services to Health Home patients. `Data mining` of patient data is strictly prohibited and no data mining of any kind shall be performed. Health Home Provider shall ensure that its personnel only view records related to Patients who have been assigned to Health Home Provider, access the records of Patients only as necessary and not view any records related to individuals who have not been assigned to Health Home Provider. This Section 7.3 shall not limit the terms of Sections 7.1 or 7.2 or Exhibit D. In addition, NYP Health Home will establish a process to verify that Health Home Provider is authorized to have access to a specific Patient record. Health Home Provider shall comply with this process and neither Health Home Provider nor its personnel shall take any action to evade or subvert such process.

In particular:

(i) Health Home Provider shall not permit its personnel to utilize CMIT unless trained to the satisfaction of NYP Health Home in use of CMIT and specifically with regard to applicable privacy requirements including but not limited to HIPAA.

(ii) Under no circumstances shall Health Home Provider personnel view any patients` medical records other than through the approved use of CMIT. Neither shall they download or transfer the records or any part thereof, including PHI, to a disc, flash drive or other vehicle, under any circumstances.

(iii) Health Home Provider must use commercial best practices, including appropriate administrative, physical and technical safeguards, to secure such data at all times from unauthorized access, disclosure, alteration or use.

(iv) Data in the Health Home Provider`s control must be encrypted at all times and comply with any other technical specifications NYP Health Home may prescribe.

(v) Health Home Provider must use industry standard and up to date security tools and technologies such as antivirus protections and intrusion detection methods.

(vi) Health Home Provider must perform audits of access to and usage of patient data, at least annually to verify compliance with the terms hereof.

(vii) Health Home Provider must provide NYP Health Home with results from vi (above) and take remedial steps as necessary.

(viii) Health Home Provider must respond appropriately to any data compromise, including reimbursing NYP Health Home for NYP Health Home costs attributable to investigation or remediation of such a data compromise, including legal costs, fines, damages, and costs of audit monitoring.

ARTICLE VIII

INSURANCE

8.1 Required Coverage. a) Each Party shall obtain and maintain, throughout the term of this Contract, the following insurance coverage: (i) professional liability insurance coverage in the minimum amounts of One Million Three Hundred Thousand Dollars (\$1,300,000) per claim and Three Million Nine Hundred Thousand Dollars (\$3,900,000) in the aggregate; and (ii) comprehensive general liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. If Health Home Provider is a federally qualified health center, coverage under the Federal Tort Claims Act (“FTCA”) for the Health Home Provider and its employees will be considered fulfillment of the requirement for professional liability insurance; provided, that Health Home Provider has confirmed that FTCA will cover the services provided hereunder.

b) In addition, Health Home Provider shall obtain and maintain in force data security liability insurance in the amount of \$3 million per occurrence and in the aggregate, and shall provide NYP Health Home with a Certificate of Insurance coverage evidencing same.

8.2 Tail Coverage. In the event that any Party procures a “claims made” policy as distinguished from an “occurrence” policy to satisfy any of the insurance the requirements set forth in Section 8.1, then in the event of expiration or termination of this Contract, such Party shall either maintain the insurance coverage required by Section 8.1 above for a period of not less than three (3) years, or shall provide an equivalent extended reporting endorsement (commonly known as a “tail policy”).

8.3. Other Insurance Requirements. Each Party shall provide certificates of insurance to the other Party, upon request, evidencing such coverage.

ARTICLE IX MISCELLANEOUS

9.1 Applicable Law. This Contract, and any claim, controversy or dispute arising under or related to this Contract, the relationship of the parties and/or the interpretation and enforcement of their respective rights and obligations, shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. The parties hereto agree to the exclusive jurisdiction of the courts located in the State of New York and the exclusive venue of New York County.

9.2 Non-Assignability. No rights of either Party under this Contract may be assigned, delegated or transferred by such Party, either voluntarily or by operation of law, without the prior written consent of the other Party (except that Health Home may assign this Contract to an organization that currently exists or which may be formed in the future under common control, management or ownership with Health Home upon written notice to Provider, with the consent of the Commissioner of NYSDOH).

9.3 Supervening Circumstances. Neither Party shall be deemed in violation of any provision of this Contract if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control. This Section 9.3 shall not apply to obligations imposed under applicable laws and regulations.

9.4 Severability. Any provision of this Contract or the Policies and Procedures that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Contract and the Policies and Procedures, and such other provisions shall remain in full force and effect, unless to enforce the remaining provisions would defeat the essential purposes of this Contract.

9.5 Notices. Any and all notices required or permitted under this Contract shall be deemed to have been properly given when delivered if delivered in person; upon receipt if mailed by first class mail, postage, prepaid; within five (5) business days if mailed by certified or registered mail, return receipt requested; or within one (1) business day if delivered by commercial courier that can confirm delivery, and when addressed to the Parties at the addresses set forth in this Contract or as the Parties may otherwise specify in accordance with this provision.

Notice Recipients:

For the New York Presbyterian Health Home:
Dr. J. Emilio Carrillo
177 Fort Washington Ave.
Milstein 1HN-228
New York, NY 10032

Copy to:
General Counsel
New York Presbyterian Hospital
525 East 68th Street, Box 88
New York, NY 10065

For the Health Home Provider:

[Redacted]

9.6 Waiver. No provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed

to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

9.7 Third Party Beneficiaries. There shall be no third party beneficiaries of this Contract.

9.8 Complete Understanding. This Contract, together with the Exhibits to this Contract, contains the entire understanding of the Parties hereto, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Contract other than those contained or referenced herein. All modifications or amendments to this Contract shall be in writing and signed by both Parties.

9.9 Independent Contractors. The Parties to this Contract are separate and independent entities. Nothing in this Contract shall be construed or be deemed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent entities that have entered into this Contract solely for the purposes provided.

9.10 Fraud and Abuse; Whistleblower Protection. Each Party acknowledges and agrees that it shall comply with all applicable federal and state fraud and abuse laws and regulations, including all applicable requirements imposed by Section 6032 of the Deficit Reduction Act of 2005 (“DRA”). In accordance with the DRA, each Party agrees that it has implemented a Fraud and Abuse Prevention Policy and that to the extent required by DRA, each Party makes such policy available to the Provider Staff.

9.11 The Parties to this Agreement shall remain in exclusive control of their respective policies, operating protocols, management, assets and affairs. Neither Party shall, by virtue of this Agreement, assume any liability or obligation of the other Party.

9.12 This Agreement does not bind either organization to any exclusivity, nor limit either organization from entering into any arrangement with any other organization for participating in any other health home arrangement, or any other continuum of care system.

9.13 Dispute Resolution Procedure. Any controversy or claim arising out of or relating to this Agreement, which is not resolved following the process set forth above, or the breach of this Agreement, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Arbitration shall occur within New York City, the State of New York, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof, except that arbitration shall not be required with respect to claims for breach of confidentiality, claims covered by Section 9.17 (Indemnification) or a cross-claim or third-party action arising in an action commenced by a party who is not a party to this Agreement.

9.14 Advertising or Promotion. Health Home Provider may be listed in Health Home’s provider directories and advertising, and Health Home may be included in lists of health homes in which Health Home Provider participates, provided, however, that Health Home Provider shall not make any public statements (including issuing a press release, responding to media inquiries, making public presentations or publishing articles or other written materials) regarding The New York and Presbyterian Hospital Health Home, Health Home Provider’s relationship with Health Home, this Contract, or services performed for Health Home without the prior written consent of Health Home.

9.15 Those provisions of this Contract which by their nature involve performance after expiration or termination shall survive termination or expiration of this Agreement.

9.16 This Agreement shall take effect on _____. Notwithstanding anything to contrary herein, NYS DOH and CMS approval are required for this Agreement to become effective.

9.17 Indemnification. Health Home Provider shall indemnify, defend and hold harmless Health Home, its affiliates, and their respective members, directors, trustees, officers, employees and agents (collectively, the “Health Home” Indemnified Parties”) from and against any and all losses, costs, damages, liabilities and expenses (including reasonable attorneys` fees) (collectively, “Losses”) incurred as a result of any claim that arises out of Health Home Provider access to, viewing of, entry of data into, or use of any patient’s medical record, breach of its representations, warranties or other obligations under this contract regarding patients` medical records or due to the negligent acts, omissions or intentional acts of Health Home Provider, its employees, agents, consultants, or subcontractors, in connection with patients` medical records. Without limiting the foregoing indemnity, Health Home Indemnified parties may elect to be represented by counsel their own choosing.

9.18 This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument. Counterparts may be executed in either original, portable document format (pdf) or faxed form, and the Parties hereby adopt as original any signatures received via facsimile or portable document format.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the _____ day of _____, 2015.

The New York and Presbyterian Hospital for its
New York Presbyterian Health Home

By: _____

Name: Jaclyn Mucaria

Title: Sr. Vice President, Ambulatory Care & Patient-Centered Services

[Redacted]

By: [Redacted]

Name:

Title:

Exhibit A

Outreach and Care Management Services

1. Description of Services. In accordance with the NYS Health Home State Plan Amendment for Individuals with Chronic Behavioral and Medical Health Conditions- SPA # 11-56 for Phase 2 Health Homes , each Patient shall be assigned to one dedicated care manager, clearly identified in the Patient’s record, who is responsible for overall management of the Patient’s plan of care and is accountable for coordinating all aspects of the Patient’s care, which may also include services relating to identifying and assessing the Patient. The care manager may be supported by other trained staff who will assist the care manager in providing care management services. The care manager will be responsible for performing all care management services required pursuant to professional and industry standards, as well as all requirements for care management as promulgated by NYS DOH and the NYP Health Home Operating Protocols, which shall include, without limitation, assuring that communication will be fostered between and among the care manager, treating clinicians and service providers regarding, as necessary, the Patient’s care needs, conflicting treatments, change in condition or the like, which may necessitate treatment changes (i.e., written orders and/or prescriptions). Care management services are defined as follows.

- comprehensive care management,
- care coordination and health promotion;
- comprehensive transitional care patient and family support,
- referral to community and social support services,
- use of health information technology to link services

2. Reimbursement for Outreach and Care Management Services. The Health Home, will establish the rates to be paid to the Health Home Provider for Outreach and Care Management Services. The rate to be paid to the Health Home Provider will be the New York State Department of Health member-specific monthly rate paid to the Health Home minus ten dollars per member. Notwithstanding anything to the contrary herein, payment shall only be due if Health Home Provider has documented qualified care management activity in the NYP Health Home IT system and payment has been received for such services from NYS DOH. The approved rates will be paid within thirty (30) days of Health Home’s receipt of payment from NYS DOH for fee for service cases. The Parties agree that in the event the rates are unacceptable to Health Home Provider, Health Home Provider may terminate this Contract upon thirty (30) days written notice.

3. Administrative Charges for Health Home Patients billed to eMedNY. For Health Home patients assigned to Health Home Provider that are billed to eMedNY, Health Home will charge Health Home Provider ten dollars per Member per month for Health Home administrative costs incurred by the Health Home.

4.] Additional Reimbursement. In the event that the Health Home receives additional revenue from a shared savings pool provided by NYS DOH relating to the health home program, Health Home will determine in its discretion if and how such revenue will be shared with eligible Health Home Provider.

Exhibit B

New York Presbyterian Health Home Operating Protocols

I. New York State Department of Health Home Requirements

NYS DOH requires that each Health Home patient who has signed an enrollment consent be assigned a dedicated Care Manager. NYS DOH has further defined the following set of care management activities to be conducted for patients who qualify for payment under the Health Home program:

- Comprehensive Care Management – prepare assessments and care plans, consult with provider team, outreach and engagement to assess needs and promote continuity
- Care Coordination and Health Promotion – coordination with providers, link patient to services, conduct case reviews with interdisciplinary team, monitor/support client to scheduled appointments
- Comprehensive Transitional Care – Follow-up with hospitals/ED, facilitate discharge plan and transition patient to appropriate service setting, post-discharge follow-up appointments and assist with medication review
- Patient and Family Support – develop plan of care to reflect patient/family preferences, consult with patient/family/care givers on advanced directives, refer to support groups, etc.
- Referral to Community and Social Support Services – identify resources and link client with community supports as needed

II. New York State Health Home Eligibility Criteria

New York State Department of Health has defined Health Home eligibility criteria for a patient as:

- Two chronic medical conditions;
- HIV/AIDS;
- or one serious, persistent mental health condition.

The chronic conditions include but are not limited to:

- Mental health conditions
- Substance abuse disorders
- Diabetes
- Asthma
- Heart disease
- HIV/AIDS
- Overweight (BMI>25)
- Hypertension

III. New York Presbyterian Health Home (NYP Health Home)

New York Presbyterian Health Home was designated as a Phase 2 Health Home. The Health Home consists of The New York and Presbyterian Hospital including all of its present and future campuses including but not limited to NYP/Columbia, NYP/Weill Cornell, NYP/Morgan Stanley Children's Hospital of New York (CHONY), the Allen Hospital and the NYP Ambulatory Care Network. The New York Presbyterian Health Home also subcontracts with certain agencies to provide health home services. In addition, NYP Health Home coordinates with other community-based providers which provide services in the areas of mental health, substance abuse, supportive housing, social services, transportation, home care, patient and family supports to meet the patient's needs

Core Requirements of the Health Home Provider

- Performs care management responsibilities in accordance with requirements of the New York State Health Home program
- Designates a Care Manager for every NYP Health Home member who is responsible for identifying the member's needs, managing the member's care plan and for coordinating his/her services
- Utilizes NYP Health Home Care Management IT system (CMIT) to document necessary data regarding outreach and care management activities for all assigned NYP Health Home members
- Submits and maintains accurate and complete data to meet reporting and billing deadlines
- Attends NYP Health Home training programs on chronic care management and CMIT
- Complies with IT security policies and procedures and HIPAA confidentiality standards for any patient data for NYP Health Home members

IV. NYP Health Home Care Management IT System (CMIT)

Health Home Providers are required to use the New York Presbyterian Health Home CMIT for all New York Presbyterian Hospital Health Home members assigned to them. NYP Health Home CMIT serves as the system to capture all Health Home care management activity for NYS DOH reporting and billing. The Health Home Provider shall not use NYP Health Home CMIT for any purpose other than for the NYP Health Home assigned members.

The Health Home Provider will designate an Authorized Requestor for use of the NYP Health Home CMIT. The Authorized Requestor is responsible for certifying that the requested access for a user of NYP Health Home CMIT (Health Home Provider User` or `User`) shall only be for staff who have a need to use the New York Presbyterian Health Home CMIT to provide services to New York Presbyterian Health Home members. The Authorized Requestor will provide the necessary User profile information as determined by New York Presbyterian Health Home in order to grant access. The Authorized Requestor shall notify New York Presbyterian Health Home as soon as possible if a Health Home Provider User of the New York Presbyterian Health Home

CMIT is no longer employed or should no longer have access to the system. The Authorized Requestor shall be responsible to ensure that the Health Home Provider Users maintain the confidentiality of PHI in CMIT, for the NYP Health Home CMIT being used properly and that Health Home Provider complies with New York Presbyterian Hospital Health Home operational procedures and requirements.

V. NYP Health Home Outreach, Assessment, and Care Plan Protocols

A. Health Home Assignment Records

NYS DOH provides lists of Health Home patients to NYP Health Home through Assignment Records. Upon receipt, NYP Health Home will search for an NYP MRN and load available information into the NYP Health Home CMIT. Other data provided on the Assignment Record will be loaded into NYP Health Home CMIT as well and available as part of the initial record.

B. Outreach and Assignment

1. Outreach letters shall be sent to patients by the NYP Health Home based on the address listed on the NYS DOH Assignment Record.

The Assignment Record(s) will be sent to NYP Health Home Providers to ascertain any prior or current history with the members listed. Results from the Health Home Providers are to be returned within five (5) business days to the NYP Health Home manager. NYP Health Home will in turn assign members to the Health Home Provider so that it may commence outreach and/or care management. The Assignment notice will specify whether it is outreach only or outreach and care management.

All members shall be assigned to the Health Home Provider through the NYP Health Home CMIT. Health Home Provider shall document all outreach activities in the NYP Health Home CMIT utilizing the specified workflows and “Outreach Assessment” modules.

Health Home Provider shall conduct a minimum of three (3) attempts per member per month with escalating effort in each consecutive month of the following combinations:

- Phone calls – at varying times of day and early evening
- Home visits to patient’s last address
- Inquiries with other NYP Health Home Providers
- Community visits

2. Outreach Protocol:

- a) The NYP Health Home Provider shall receive notice of member assignments in the NYP Health Home CMIT from the NYP Health Home manager.
- b) The Health Home Provider shall assign its personnel to conduct outreach to member and verify identity through 2 patient identifiers.
- c) The NYP Health Home Provider shall engage the member, explain the NYP Health Home service and obtain signatures for the Health Home consent or opt-out form.
- d) The NYP Health Home Provider will:

- collect signatures for the Health Home forms cited in previous section
 - collect demographic information and additional contact information, and provider information per outreach form
 - set up meeting with Health Home Provider Care Manager
 - Scan and attach any of the consent or opt-out forms that the member has signed.
- e) The Health Home Provider shall document all information gathered from the member in the NYP Health Home CMIT in the required sections and according to prescribed workflow.

C. Intake and Assessment

1. Care Management Assignment, Assessment Process

The Health Home Provider will assign each Health Home member who has signed a NYP Health Home consent, a dedicated Care Manager. The Care Manager shall review and confirm with the member the information that may have been provided by other Health Home Provider staff during outreach phase. The Care Manager shall gather information to complete the NYS DOH FACT-GP/Health Home Functional Assessment and the NYP Health Home Comprehensive Assessment with the member and document findings in the NYP Health Home CMIT. The assessment will identify barriers, gaps in care and other problems affecting the member's ability to successfully manage his/her health conditions. The Care Manager shall contact the member's providers (physical health, mental health, addiction treatment) to also incorporate such providers' care plan(s) in the assessment and care plan to the extent such information is available. The assessment process and information gathering may happen over time. The FACT-GP and Health Home Functional assessment shall be completed within 30 days and the Comprehensive Assessment shall be completed no later than 60 days after enrollment consent.

2. Creation of Initial Care Plan

The Initial Care Plan should be based on the Comprehensive Assessment and completed within 60 days after enrollment consent. The Care Manager shall document problems and identify priority issues affecting the member's ability to be healthy and discuss them with member. The member shall be asked to identify his/her goals to be included in the care plan. The care plan shall address the prioritized problems, the accompanying goals, patient preferences, interventions, timeframes and responsible parties (member, provider, referral agencies). The Care Manager may start the process of referring member to needed services while assessment is in process.

3. Referrals and Communication with Patient's Care Team

The Care Manager shall identify the member's Care Team during the initial assessment process. The Care Team consists of the providers who are or will be delivering significant services to the member that will impact on the patient's health and who will need to be involved in the formulation and coordination of the member's care plan. The Care Team members shall be listed in CMIT. The Care Manager shall communicate to Care Team the member's history, current

status and needs. The Care Manager shall incorporate clinical care plan goals from the patient's Care Team into the NYP Health Home Care Plan and identify any other support the patient may need to reach the clinical goals.

The Care Manager shall coordinate services among the providers on the NYP Health Home Care Plan and facilitate resolution of any issues that arises with the patient and/or NYP Health Home Care Team. The Care Manager shall review the member's progress with the NYP Health Home Care Plan at least monthly and will adjust the NYP Health Home Care Plan as needed. He/she shall communicate to the NYP Health Home Care Team any significant changes or issues and updates to the care plan. The Care Manager shall convene and document in the NYP Health Home CMIT multidisciplinary case rounds once every six months and more often as needed.

D. Timeframes for Assessments

The Care Manager shall conduct the comprehensive NYP Health Home assessment which includes the FACT-GP and Health Home Functional Assessment and document in NYP Health Home CMIT. The majority of the Health Home Provider's initial assessments for NYP Health Home members shall be completed within 30 days of enrollment consent and not more 60 days from consent. The Care Manager will conduct the comprehensive assessments at enrollment and annually. In addition, the FACT-GP and Health Home Functional assessments are to be conducted at disenrollment.

The Care Manager shall conduct a comprehensive re-assessment at six months to review key areas for updating the NYP Health Home Care Plan contained in the NYP Health Home CMIT.

E. Care Management Intensity and Contact Guidelines

The Care Manager shall be in contact with the member at least monthly to assess status, assess progress on the NYP Health Home Care Plan, add updates regarding patient's condition and provide support to the member. A face to face encounter shall be conducted as needed to assess and assist the member.

The Care Manager shall determine the intensity of care management activity based on the member's needs during the assessment process – high, medium and low. The Care Manager shall assess and document the estimated level of intensity in NYP Health Home CMIT at enrollment, at each 6-month reassessment and at discharge. The Care Manager may adjust the intensity level rating more frequently to mirror the actual effort occurring during the care management process. The following are guidelines:

- **High intensity** – The member has complex health and social needs and requires a high level of contact by the Care Manager with the member, the Care Team and other resources to coordinate services and to take actions to stabilize the member. Contact level shall be more than weekly.
- **Medium intensity** – Member's health and social needs require Care Manager to have level of contact with patient and Care Team at least three times a month to monitor referrals, service acquisition and adherence to treatment plans.

- Low intensity –Member is in a stable care plan, and requires monitoring in order to maintain stability and adherence to treatment plans. Contact is needed once or twice a month.

F. Care Plan Tracking and Updates

The Care Manager shall complete the NYP Health Home Care Plan in NYP Health Home CMIT and print a copy to review and give to the member. The Care Manager shall utilize NYP Health Home CMIT to send the Care Plan and other significant updates to the member's Care Team (clinical providers). The NYP Health Home Care Plan shall be updated as necessary to reflect significant and current findings or issues. Care Team members are able to access the NYP Health Home Care Plan on CMIT once the provider contact profile information has been entered. The Care Manager shall track dates for referral appointments, events, reassessments and other follow-up items that will assist in coordinating the member's care. Such data shall be entered into the calendar function for each member in the NYP Health Home CMIT so that the information is available to others reviewing and supporting the care plan.

If patient is stable, patient's needs shall be fully reassessed every 6 months with resulting changes to the NYP Health Home Care Plan as needed. However, the Care Manager shall be continually reassessing and adjusting the NYP Health Home Care Plan as needed based on the patient's situation, progress and any significant events.

Any significant event such as an ED or inpatient admission shall trigger a reassessment to review transition of care needs and any other possible changes to the NYP Health Home Care Plan.

G. Care Transitions Upon ED and Inpatient Notification

Notification of ED and inpatient admissions will be provided to the Care Manager through the NYP Health Home CMIT and/or by other alerts from NYP Health Home. Upon receipt of notification of an ED visit, the Care Manager shall review available information regarding the visit and shall contact the member within two business days to assess member's needs. The Care manager will review ED visit with the member's provider team and make any necessary adjustment to the care plan.

If member is admitted to an inpatient facility, Care Manager shall use available channels to ascertain admission reasons and status and to initiate communication with the inpatient provider team within two business days. The Care Manager shall contact the inpatient provider team to provide any necessary information and to participate in discharge planning to assist member in transition of care. The Care Manager shall facilitate communication between inpatient and outpatient providers. The Care Manager shall obtain the discharge medication list and transition record as available, and coordinates timely follow-up with the next provider as determined by inpatient unit and/or outpatient team. The Care Manager will use best efforts to review or coordinate the review of medications with patient prior to discharge and within 36 hours after discharge. Care transition information shall be entered in the NYP Health Home CMIT.

H. Care Management Activity Reporting and Billing

The Health Home Provider shall have its assigned staff document outreach and/or Care Management activities for each member in the NYP Health Home CMIT to capture all Health Home care management activity for NYS DOH reporting and billing. Activity data shall be documented within 24-48 hours of action to keep the Care Team informed and patient data current.

Care management activity documentation shall be completed for each calendar month by the close of business on the first day of the following month, in order to produce the Member Tracking File to meet NYS DOH regulatory requirements, to facilitate billing. If data is not submitted by the Health Home Provider by specified timeframes or is submitted in an incomplete format which delays billing for the month, payment for members to Health Home Provider may be delayed. Health Home Provider is responsible for any necessary adjustments for accurate and complete data submission.

Outreach and care management activities shall be tailored to the member's needs and categorized into the following sections within the NYP Health Home CMIT in order to meet NYS DOH billing criteria:

- Comprehensive Care Management assessments and care plans, consult with provider team, outreach and engagement to assess needs and promote continuity
- Care Coordination and Health Promotion – coordinate with providers, link member to services, conduct case reviews with interdisciplinary team, monitor/support client to scheduled appointments
- Comprehensive Transitional Care – Follow-up with hospitals/ED, facilitate discharge plan and transition patient to appropriate service setting, arrange post-discharge follow-up appointments and assist with medication review
- Patient and Family Support – develop plan of care to reflect member/family preferences, consult with member/family/care givers on advanced directives, refer to support groups, etc.
- Referral to Community and Social Support Services – identify resources and link client with community supports as needed

I. Patients Lost to Services

If a Care Manager has lost contact with a member and is not able to conduct any Health Home services during a calendar month, the Care Manager must contact the NYP Health Home. It is expected that the Care Manager will have utilized available data sources to locate the member. NYP Health Home will review other data sources to see if the patient can be found. NYP Health Home will work with Health Home Provider to determine “Lost to Services” status and the point at which the member shall be placed into the “Outreach and Engagement” billing cycle. The “Outreach and Billing” cycle for these patients shall not exceed three months.

J. Transfer of Members

The Care Manager may determine that it may be appropriate to transfer member to another NYP Health Home Provider. NYP Health Home may also determine that a member may benefit from a reassignment to another Care Manager or possibly a different Health Home. In these cases, the NYP Health Home manager will confer to discuss the possible transfer of the member.

Exhibit C

Confidentiality Language for Medicaid Data

Medicaid Confidential Data/Protected Health Information (MCD/PHI) includes all information about a recipient or applicant, including enrollment information, eligibility data and protected health information. You must comply with the following state and federal laws and regulations:

- Section 367b(4) of the NY Social Services Law
- New York State Social Services Law Section 369 (4)
- Article 27-F of the New York Public Health Law
- Social Security Act, 42 USC 1396a (a)(7)
- Federal regulations at 42 CFR 431.302, 42 C.R.F. Part 2
- The Health Insurance Portability and Accountability Act (HIPAA), at 45 CFR Parts 160 and 164

Please note that MCD/PHI released to you may contain AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law. As required by New York Public Health Law Section 2782(5), the following notice is provided to you:

“This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for the release for further disclosure.”

Alcohol and Substance Abuse Related Confidentiality Restrictions:

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

You agree to ensure that you and any agent, including a subcontractor, to whom you provide MCD/PHI, agrees to the same restrictions and conditions that apply throughout this Contract. Further, you agree to state in any such Contract, contract or document that the part to whom you are providing the MCD/PHI may not further disclose it without the prior written approval of the New York State Department of Health. You agree to include the notices preceding as well as references to statutory and regulatory citations set forth above, in any contract, or document that you enter into that involved MCD/PHI.

Health Home Provider Signature: _____ Date: _____

Print Name and Title: _____

Exhibit D

HIPAA Business Associate Agreement

for CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this AGREEMENT:
 - A. "Business Associate" shall mean Health Home Provider.
 - B. "Covered Program" shall mean the **New York Presbyterian Health Home**.
 - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.

- II. Obligations and Activities of Business Associate:
 - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
 - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
 - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

5. Contact procedures for Covered Program to ask questions or learn additional information.
 - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
 - E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
 - F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
 - G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
 - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
 - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
 - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
 - C. Business Associate may disclose Protected Health Information as Required By Law.

IV. Term and Termination

- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.
 - B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
 - C. Effect of Termination.
 - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- V. Violations
- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
 - B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification

required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

SUB-CONTRACTOR:

Name: Signatory's name

Entity: Entity's name

Signature: _____

Date: _____

CONTRACTOR:

Name: _____

Entity: New York Presbyterian Health Home

Signature: _____

Date: _____

NYS DOH OHIP:

Name: **Caryl Shakshober, MS, Privacy Coordinator**

Entity: **NYS DOH Office of Health Insurance Programs**

Signature: _____

Date: _____

Exhibit E

Outreach and Care Management Services for Assertive Community Treatment (ACT)

1. **Description of Services.** In accordance with the “NYS Office of Mental Health Assertive Community Treatment (ACT) Providing Health Home Care Management Interim Instruction: December 6, 2013”, the New York State Department of Health’s (DOH’s) health home program includes Medicaid eligible recipients of ACT services. ACT programs are the health home care management provider of record for ACT participants. As a health home care management provider for the New York Presbyterian Health Home, and as an ACT Program, the Health Home Provider must meet DOH requirements as well as the New York Presbyterian health home requirements as stated in this Contract, including those related to documentation of the core health home services and care plan in the NYP Health Home Care Management IT system.
2. **Reimbursement for ACT Care Management Services.** Health Home Provider will bill eMedNY directly for ACT services using rate codes 4508, 4509 and 4511 or any other applicable rate codes for Health Home services as determined by the New York State Medicaid program. Should the New York State Department of Health and the Office of Mental Health determine that the ACT services are to be reimbursed in a different manner, Health Home Provider shall notify Health Home of such new requirements. Notwithstanding anything to the contrary herein, ACT services for NYP Health Home members provided by Health Home Provider shall be billed by Health Home Provider to eMedNY, provided Health Home Provider has documented qualified care management activity in the NYP Health Home CMIT system as described in Exhibit B, Section V.
3. **Administrative Fees for ACT Health Home Patients billed to eMedNY.** In accordance with the New York State Office of Mental Health interim instruction, ACT program rates have been increased by \$50 per member per month for full month, half-month and inpatient rate codes. As an ACT Program health home provider, Health Home Provider is required to and shall send \$30 per month per Health Home enrollee enrolled in Health Home to Health Home and shall retain for itself the remaining \$20 of the administrative fee. Health Home Provider shall send Health Home’s portion of the administrative fee to Health Home within thirty (30) days of receipt of payment from Medicaid by Health Home Provider.

HEALTH HOME PROVIDER CONTRACT FOR MEDICAID FFS ENROLLEES

This Health Home Provider Contract (this “Contract”) is made and entered into as of the date set forth on the signature page (the “Effective Date”) between The New York and Presbyterian Hospital for its New York Presbyterian Health Home located at 177 Fort Washington Avenue, New York, New York 10032 (the “Health Home”) and [REDACTED] located at [REDACTED] (the “Health Home Provider”). Each of the Health Home and Health Home Provider may be referred to herein as a “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, the federal Patient Protection and Affordable Care Act allows State Medicaid agencies to elect, and the New York State Department of Health (“NYS DOH”) has so elected, to implement the Health Home model of service delivery;

WHEREAS, the Health Home has been approved by the NYS DOH to serve as a Medicaid Health Home (the “Health Home”), and, thus, to support the provision of coordinated, comprehensive medical and behavioral health care to patients with chronic conditions through care coordination and care management services that link patients enrolled in the Health Home to services that improve health outcomes, reduce preventable hospitalizations and emergency room visits, promote use of health information technology, and avoid unnecessary care;

WHEREAS, the Health Home will contract with health home providers to provide health home services, as authorized and defined in the New York State Health Home State Plan Amendment for Individuals with Chronic Behavioral and Medical Conditions (SPA #11-56); and

WHEREAS, the Health Home Provider desires to participate in the Health Home pursuant to the terms contained in this Contract.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I RESPONSIBILITIES OF THE HEALTH HOME

1.1 Reimbursement for Care Management Services. The Health Home shall promptly reimburse Health Home Provider for the care management services described on Exhibit A hereto (“Care Management Services”) in accordance with the provisions of Section 4.1 hereof. However, if the Health Home Provider participates in the OMH Targeted Case Management or HIV COBRA program, or provides Assertive Community Treatment (ACT) services, then it shall bill Care

Management Services directly to the New York State Medicaid Program via eMEDNY for so long as such providers continue to be authorized to do so under the New York State Medicaid Program.

1.2 Health Home Patient Information Sharing Consent Form. The Health Home shall provide to Health Home Provider a Health Home Patient Information Sharing Consent Form (Consent Form) as prescribed by NYS DOH; the Health Home Provider shall be responsible for obtaining the patient's signature to said Consent Form.

ARTICLE II RESPONSIBILITIES OF THE HEALTH HOME PROVIDER

2.1 Provision of Health Home Services (Services). Health Home Provider shall, and to the extent applicable shall require all of its staff members or personnel providing service hereunder ("Provider Staff") to:

(a) Accept referrals of patients who have been assigned to the Health Home Provider ("Patients" or "Members") within the timeframes set forth in the NYP Health Home Operating Protocols that will be developed by the Health Home. Such referrals shall be made based on Health Home Provider's capacity to provide appropriate, client-based Health Home Services, the Patient's place of residence, the Patient's prior relationship (if any) with Health Home Provider; Health Home Provider's experience and expertise with similarly situated Patients; and the Patient's preference.

(b) Require its care management staff to secure necessary forms and information from assigned Patients such as the Consent Form prior to commencement of health home care management services

(c) As reasonably requested by the Health Home, participate in working committees established by the Health Home and/or attend meetings with other Health Home program participants

(d) Designate a liaison to interact with the Health Home and other Health Home program participants;

(e) Require its care management staff to meet core training requirements as determined by the Health Home in its NYP Health Home Operating Protocols.

(f) Use reasonable efforts to coordinate Patients' care with Patients' providers.

(g) Maintain complete and accurate records of all Services provided by it under this Contract, and provide the Health Home with access to such records and other information as reasonably requested by the Health Home in connection with its responsibilities under applicable law;

(h) Use reasonable efforts to utilize with the Health Home's IT System for information exchange relating to the treatment of Patients and coordination of care relating thereto as required by the Health Home Operating Protocols;

(i) As reasonably requested, by the Health Home, assist and cooperate with Health Home and the other Health Home Providers to achieve program goals and to implement final health home health information technology standards, as stipulated in the New York State Health Home State Plan Amendment within eighteen (18) months of program initiation, and to comply with those standards and

(j) Take all other reasonable actions required by NYS DOH, and/or reasonably requested by the Health Home relating to Health Home Provider's provision of Care Management Services pursuant to this Contract;

2.2 Compliance with Operating Protocols.

(a) Health Home Provider shall cooperate with the NYP Health Home Operating Protocols (the "Operating Protocols") developed by the Health Home and incorporated by reference into this Contract and attached hereto as Exhibit C.

(b) The Health Home shall notify Health Home Provider of any change to the Operating Protocols at least thirty (30) days prior to the implementation of the change. In the event that such change is required to be implemented sooner in order to meet NYS DOH requirements or to comply with any federal, state or local law or regulation (a "Required Change"), the Health Home shall promptly notify the Health Home Provider as soon as the Health Home becomes aware of the Required Change. Any change to the Operating Protocols shall automatically be incorporated by reference into this Contract and be legally binding upon the Health Home Provider as of the effective date of the change in the case of Required Changes, and as of thirty (30) days after notice of the change in the case of all other changes.

(c) If (i) the Health Home Provider objects to the Operating Protocols adopted by the Health Home pursuant to Section 2.2(a) or (ii) a subsequent change to the Operating Protocols affects a material right or obligation of the Health Home Provider, or, significantly increases the Health Home Provider's cost of providing Care Management Services, the Health Home Provider may terminate this Contract by giving the Health Home ninety (90) days advance written notice thereof not more than thirty (30) days following the Health Home's adoption of the Operating Protocols or notice of such change, as applicable. Such termination shall be effective as of the end of the notice period, *provided* that any change to the Operating Protocols that the Health Home reasonably determines is a Required Change shall take effect as of the

effective date the Health Home reasonably determines it is required, and the termination of this Contract based on the Health Home Provider's objection to the change shall be effective ninety (90) days after the Health Home's receipt of the Health Home Provider's notice of termination.

2.3 Submission of Data. Health Home Provider shall submit to Health Home any and all data maintained by Health Home Provider in the ordinary course of business pertaining to Care Management Services to Patients provided by Health Home Provider, and any other reports and information Health Home may reasonably require to meet its legal obligations under the Health Home program.

2.4 Audits and Inspections. Health Home Provider shall permit audits and inspection by the Health Home, the United States Department of Health and Human Services, the Comptroller General of the United States, the Centers for Medicare and Medicaid Services, NYS DOH, the New York State Office of the Medicaid Inspector General and/or any of their respective designees regarding pertinent books and records relating to Health Home Provider's services under this Contract. Health Home shall provide 10 business days' notice for any routine audit conducted by Health Home and shall make reasonable efforts to notify Health Home Provider of any government inspection or audit of which it receives advance notice to the extent permitted by the applicable agency. In addition, Health Home Provider agrees to disclose the nature and extent of services provided and to furnish records at no charge to NYS DOH and/or CMS, Comptroller of the State of New York, the New York State Attorney General and the Comptroller General of the United States and any other governmental agency with jurisdiction and their authorized representatives upon request.

2.5 Site Evaluations. Health Home Provider will permit Health Home, the NYSDOH and CMS to conduct site evaluations of its facilities and equipment periodically in accordance with current state and federal laws and regulations and to comply with such agencies' recommendations, if any.

2.6 Financial Records. Health Home Provider shall maintain during the term of this Agreement (i) all financial records and statistical data that NYS DOH and any other federal or state agency may require including books, accounts, journals, ledgers, and all financial records relating to capitation payments, third party health insurance recovery, and other revenue received and expenses incurred under this Agreement and (ii) all appropriate financial records to document fiscal activities and expenditures, including records relating to the sources and application of funds and to the capacity of Provider to bear the risk of potential financial losses related to this Agreement. Provider shall provide to Health Home and NYS DOH or other authorized federal, state or local regulatory agency, on request, all financial data and reports, and information concerning the appropriateness and quality of services provided, to the extent authorized by law.

2.7 Representations and Warranties. Health Home Provider represents and warrants that: (a) it has all licenses/authorizations required by applicable law to provide the Care Management Services required of it hereunder and such licenses/authorizations have not been

suspended, revoked or limited; (b) it and its Provider Staff have not been excluded, debarred, suspended or otherwise become ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs nor is it or its Provider Staff included on the list of sanctioned individuals maintained by (i) the US Department of Health and Human Services' Office of Inspector General; (ii) the General Services Administration; and (iii) the New York State Office of Medicaid Inspector General; (c) all Provider Staff hold valid licenses/authorizations, as applicable for the nature of services being provided; (d) its execution or performance of this Contract will not breach, conflict with or otherwise violate the terms and conditions of any other Contract to which it is a party or by which it is otherwise bound; (e) it will take all actions reasonably necessary for Health Home to remain in compliance with NYS DOH health home requirements as related to the Health Home Provider's obligations hereunder; and (f) it will notify Health Home promptly in the event Health Home Provider learns that any of these representations has become untrue in any respect material to the provision of Health Home Provider's services.

ARTICLE III COMPLIANCE WITH APPLICABLE LAW

Each Party agrees to comply with, and shall require its respective staff members providing services to Patients to comply, with all applicable federal, state and local laws, rules and regulations (including, without limitation, the requirements of the federal Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their related regulations and those relating to health homes), Section 2780(7) of the New York Public Health Law and all rules, policies and procedures of NYS DOH relating to health homes and the provision of services to Patients (including, without limitation, the Interim New York State Health Home Provider Qualification Standards and the New York State Health Home State Plan Amendment), each of which is hereby incorporated into this Contract by reference, as may be amended, supplemented or otherwise modified from time to time.

ARTICLE IV FINANCIAL ARRANGEMENTS

4.1 Reimbursement for Care Management Services. No reimbursement shall be paid to Health Home Provider for any Care Management Services for which the Health Home Provider directly bills through eMedNY for reimbursement. (See Section 1.1 infra_)

4.2 Administrative Charges for Health Home Patients billed to eMedNY. For Health Home Patients assigned to Health Home Provider that are billed to eMedNY, Health Home will charge Health Home Provider Health Home administrative costs incurred by the Health Home as set forth in Exhibit A and E.

4.3 No Other Reimbursement. Payment under this Contract shall be limited to reimbursement for Care Management Services set forth in Exhibit A and E. Health Home shall have no financial responsibility for any services provided by Health Home Provider to Patients other than covered Care Management Services.

ARTICLE V TERM

The term of this Contract shall commence as of the Effective Date, and shall continue until May 1, 2014 unless terminated earlier in accordance with its terms. Thereafter, this Contract shall renew annually for consecutive one year terms, unless either party provides written notice of its intent not to renew this Contract to the other party at least sixty (60) days prior to the end of the current term, or it is terminated earlier in accordance with its terms.

ARTICLE VI TERMINATION

6.1 Termination by Either Party.

(a) Either Party may terminate this Contract upon the material breach by the other Party of its obligations hereunder if such breach remains uncured for a period of thirty (30) days after the terminating Party has given the other Party written notice of that breach; provided that no opportunity to cure shall be provided and termination shall be immediate in the event of (a) a breach that cannot be reasonably cured within thirty (30) days or (b) a breach that otherwise cause a material violation of applicable laws, rules, regulations or accreditation standards applicable to the terminating party.

(b) Health Home Provider may terminate this Contract in accordance with the provisions of Section 2.2(c) or in accordance with the last sentence of Section 2 of Exhibit A.

(c) Either Party may terminate this Contract at any time without cause by giving not less than ninety (90) days written notice to the other Party.

6.2 Post-Termination Responsibilities.

(a) In the event of termination of this Contract for any reason, the Health Home Provider shall cooperate with the other health home providers, and the Health Home with respect to the development of a transition plan to facilitate continuity of patient care and the reassignment of Patients to other health home providers who have contracted with the Health Home to provide Care Management Services. Health Home Provider shall continue performing Care Management Services for Patients assigned to it prior to such termination for up to an additional ninety (90) days following such termination if requested by Health Home. Health Home shall make reasonable best efforts to procure reimbursement for such services, from NYS DOH, and if Health Home receives reimbursement, Health Home shall continue to compensate Health Home Provider for such covered Care Management Services in accordance with Section 4.1; provided that Health Home Provider shall continue to provide Care Management Services during such transition even if Health Home is unable to receive reimbursement itself and in turn pay Health Home Provider.

ARTICLE VII CONFIDENTIALITY

7.1 General.

(a) “Health Home Confidential Information” shall mean any facts, opinion, conclusions, projections, software, data, information, trade secrets, hardware or know-how relating to the Health Home or the Health Home, as well as future development, or financial matters relating to Health Home present or future programs, technology, consumers, employees, beneficiaries or business, whether communicated orally or in writing or obtained by Health Home Provider through observation or examination of Health Home facilities, information or procedures. Without limiting the foregoing, “Health Home Confidential Information” shall also include all analyses, compilations, studies or other documents or information prepared by or on behalf of Health Home Provider for the purpose of the Health Home. The Parties acknowledge and agree that the Health Home Confidential Information is the sole property of the Health Home as the Health Home designated by NYS DOH, and that any Health Home Confidential Information Health Home Provider receives on behalf of the Health Home in order to perform Health Home Provider’s obligations hereunder and assist the Health Home, Health Home Provider shall maintain in its custody in accordance with New York State requirements and applicable law except as otherwise required by law, a governmental agency, or a court. Health Home Provider shall not disclose any such Health Home Confidential Information to any third parties or use it for any purpose except as required to carry out its obligations under this Contract and, upon termination or expiration of this Contract, shall return to Health Home all Health Home Confidential Information in its possession or in Health Home’s discretion destroy it.

(b) “Health Home Provider Confidential Information” shall mean any facts, opinion, conclusions, projections, software, data, information, trade secrets, hardware, or how-how relating to the Health Home Provider, as well as future development, or financial matters relating to Health Home Provider present or future programs, technology, consumers, employees, beneficiaries or business, whether communicated orally or in writing or obtained by Health Home through observation or examination of Health Home Provider’s facilities, information or procedures. Without limiting the foregoing, “Health Home Provider Confidential Information” shall also include all analyses, compilations, studies or other documents or information prepared by or on behalf of Health Home Provider for its own purposes, which is shared with Health Home. The Parties acknowledge and agree that the Health Home Provider Confidential Information is the sole property of Health Home Provider, and Health Home agrees to hold any Health Home Provider Confidential Information it receives pursuant to this Contract in confidence and to protect and safeguard such Health Home Provider Confidential Information with at least the same degree of care as it protects and safeguards its own Confidential Information. Except as otherwise provided by law, a governmental agency or a court, Health Home shall not disclose any such Health Home Provider Confidential Information to any third parties or use it for any purpose except as required to carry out its obligations under this Contract and, upon termination or expiration of this Contract shall return to Health Home Provider all Health Home Provider Confidential Information in its possession or at Health Home Provider’s discretion destroy it.

(c) Notwithstanding anything to the contrary in this Section 7.1, except for Patients’ personal health information (PHI) Confidential Information of any Party shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure by the disclosing Party through no action or inaction of the receiving Party or any agent or employee of the receiving Party; (iii) is in the possession of the receiving Party at the time of disclosure by disclosing Party, as shown by written records; (iv) is received by the receiving Party from a third party without an accompanying duty of confidentiality; or (v) is required to be disclosed by the receiving Party pursuant to a court order, provided that to the extent permitted by law, the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure, and cooperates with the disclosing party in any proceeding disclosing party may bring to limit disclosure and or seek a protective order.

7.2 Specific Requirements under Data Exchange Application and Contract (“DEAA”) with NYS DOH. As a condition to the receipt of Medicaid data from NYS DOH, the Health Home is required to include certain provisions in any subcontract with any third party who will have access to such Medicaid data. Accordingly, with respect to any Medicaid data received under the DEAA, Health Home Provider hereby agrees to comply with the NYS DOH confidentiality requirements attached as Exhibit C and with the provisions of the NYS DOH Business Associate Contract attached as Exhibit D and incorporated herein.

7.3 Access to Health Home Software System. a) Health Home Provider shall be granted access to NYP’s Allscripts Care Director software system (or such software program as

Health Home may designate) (hereafter CMIT) for the limited purpose of obtaining information solely related to providing Health Home Services to Health Home patients. `Data mining` of patient data is strictly prohibited and no data mining of any kind shall be performed. Health Home Provider shall ensure that its personnel only view records related to Patients who have been assigned to Health Home Provider, access the records of Patients only as necessary and not view any records related to individuals who have not been assigned to Health Home Provider. This Section 7.3 shall not limit the terms of Sections 7.1 or 7.2 or Exhibit D. In addition, NYP Health Home will establish a process to verify that Health Home Provider is authorized to have access to a specific Patient record. Health Home Provider shall comply with this process and neither Health Home Provider nor its personnel shall take any action to evade or subvert such process.

In particular:

(i) Health Home Provider shall not permit its personnel to utilize CMIT unless trained to the satisfaction of NYP Health Home in use of CMIT and specifically with regard to applicable privacy requirements including but not limited to HIPAA.

(ii) Under no circumstances shall Health Home Provider personnel view any patients` medical records other than through the approved use of CMIT. Neither shall they download or transfer the records or any part thereof, including PHI, to a disc, flash drive or other vehicle, under any circumstances.

(iii) Health Home Provider must use commercial best practices, including appropriate administrative, physical and technical safeguards, to secure such data at all times from unauthorized access, disclosure, alteration or use.

(iv) Data in the Health Home Provider`s control must be encrypted at all times and comply with any other technical specifications NYP Health Home may prescribe.

(v) Health Home Provider must use industry standard and up to date security tools and technologies such as antivirus protections and intrusion detection methods.

(vi) Health Home Provider must perform audits of access to and usage of patient data, at least annually to verify compliance with the terms hereof.

(vii) Health Home Provider must provide NYP Health Home with results from vi (above) and take remedial steps as necessary.

(viii) Health Home Provider must respond appropriately to any data compromise, including reimbursing NYP Health Home for NYP Health Home costs attributable to investigation or remediation of such a data compromise, including legal costs, fines, damages, and costs of audit monitoring.

ARTICLE VIII

INSURANCE

8.1 Required Coverage. a) Each Party shall obtain and maintain, throughout the term of this Contract, the following insurance coverage: (i) professional liability insurance coverage in the minimum amounts of One Million Three Hundred Thousand Dollars (\$1,300,000) per claim and Three Million Nine Hundred Thousand Dollars (\$3,900,000) in the aggregate; and (ii) comprehensive general liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. If Health Home Provider is a federally qualified health center, coverage under the Federal Tort Claims Act (“FTCA”) for the Health Home Provider and its employees will be considered fulfillment of the requirement for professional liability insurance; provided, that Health Home Provider has confirmed that FTCA will cover the services provided hereunder.

b) In addition, Health Home Provider shall obtain and maintain in force data security liability insurance in the amount of \$3 million per occurrence and in the aggregate, and shall provide NYP Health Home with a Certificate of Insurance coverage evidencing same.

8.2 Tail Coverage. In the event that any Party procures a “claims made” policy as distinguished from an “occurrence” policy to satisfy any of the insurance the requirements set forth in Section 8.1, then in the event of expiration or termination of this Contract, such Party shall either maintain the insurance coverage required by Section 8.1 above for a period of not less than three (3) years, or shall provide an equivalent extended reporting endorsement (commonly known as a “tail policy”).

8.3. Other Insurance Requirements. Each Party shall provide certificates of insurance to the other Party, upon request, evidencing such coverage.

ARTICLE IX MISCELLANEOUS

9.1 Applicable Law. This Contract, and any claim, controversy or dispute arising under or related to this Contract, the relationship of the parties and/or the interpretation and enforcement of their respective rights and obligations, shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. The parties hereto agree to the exclusive jurisdiction of the courts located in the State of New York and the exclusive venue of New York County.

9.2 Non-Assignability. No rights of either Party under this Contract may be assigned, delegated or transferred by such Party, either voluntarily or by operation of law, without the prior written consent of the other Party (except that Health Home may assign this Contract to an organization that currently exists or which may be formed in the future under common control, management or ownership with Health Home upon written notice to Provider, with the consent of the Commissioner of NYSDOH).

9.3 Supervening Circumstances. Neither Party shall be deemed in violation of any provision of this Contract if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control. This Section 9.3 shall not apply to obligations imposed under applicable laws and regulations.

9.4 Severability. Any provision of this Contract or the Policies and Procedures that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Contract and the Policies and Procedures, and such other provisions shall remain in full force and effect, unless to enforce the remaining provisions would defeat the essential purposes of this Contract.

9.5 Notices. Any and all notices required or permitted under this Contract shall be deemed to have been properly given when delivered if delivered in person; upon receipt if mailed by first class mail, postage, prepaid; within five (5) business days if mailed by certified or registered mail, return receipt requested; or within one (1) business day if delivered by commercial courier that can confirm delivery, and when addressed to the Parties at the addresses set forth in this Contract or as the Parties may otherwise specify in accordance with this provision.

Notice Recipients:

For the New York Presbyterian Health Home:
Dr. J. Emilio Carrillo
177 Fort Washington Ave.
Milstein 1HN-228
New York, NY 10032

Copy to:
General Counsel
New York Presbyterian Hospital
525 East 68th Street, Box 88
New York, NY 10065

For the Health Home Provider:

[Redacted]

9.6 Waiver. No provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed

to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

9.7 Third Party Beneficiaries. There shall be no third party beneficiaries of this Contract.

9.8 Complete Understanding. This Contract, together with the Exhibits to this Contract, contains the entire understanding of the Parties hereto, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Contract other than those contained or referenced herein. All modifications or amendments to this Contract shall be in writing and signed by both Parties.

9.9 Independent Contractors. The Parties to this Contract are separate and independent entities. Nothing in this Contract shall be construed or be deemed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent entities that have entered into this Contract solely for the purposes provided.

9.10 Fraud and Abuse; Whistleblower Protection. Each Party acknowledges and agrees that it shall comply with all applicable federal and state fraud and abuse laws and regulations, including all applicable requirements imposed by Section 6032 of the Deficit Reduction Act of 2005 (“DRA”). In accordance with the DRA, each Party agrees that it has implemented a Fraud and Abuse Prevention Policy and that to the extent required by DRA, each Party makes such policy available to the Provider Staff.

9.11 The Parties to this Agreement shall remain in exclusive control of their respective policies, operating protocols, management, assets and affairs. Neither Party shall, by virtue of this Agreement, assume any liability or obligation of the other Party.

9.12 This Agreement does not bind either organization to any exclusivity, nor limit either organization from entering into any arrangement with any other organization for participating in any other health home arrangement, or any other continuum of care system.

9.19 Dispute Resolution Procedure. Any controversy or claim arising out of or relating to this Agreement, which is not resolved following the process set forth above, or the breach of this Agreement, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Arbitration shall occur within New York City, the State of New York, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof, except that arbitration shall not be required with respect to claims for breach of confidentiality, claims covered by Section 9.17 (Indemnification) or a cross-claim or third-party action arising in an action commenced by a party who is not a party to this Agreement.

9.20 Advertising or Promotion. Health Home Provider may be listed in Health Home’s provider directories and advertising, and Health Home may be included in lists of health homes in which Health Home Provider participates, provided, however, that Health Home Provider shall not make any public statements (including issuing a press release, responding to media inquiries, making public presentations or publishing articles or other written materials) regarding The New York and Presbyterian Hospital Health Home, Health Home Provider’s relationship with Health Home, this Contract, or services performed for Health Home without the prior written consent of Health Home.

9.21 Those provisions of this Contract which by their nature involve performance after expiration or termination shall survive termination or expiration of this Agreement.

9.22 This Agreement shall take effect on _____. Notwithstanding anything to contrary herein, NYS DOH and CMS approval are required for this Agreement to become effective.

9.23 Indemnification. Health Home Provider shall indemnify, defend and hold harmless Health Home, its affiliates, and their respective members, directors, trustees, officers, employees and agents (collectively, the “Health Home” Indemnified Parties”) from and against any and all losses, costs, damages, liabilities and expenses (including reasonable attorneys` fees) (collectively, “Losses”) incurred as a result of any claim that arises out of Health Home Provider access to, viewing of, entry of data into, or use of any patient’s medical record, breach of its representations, warranties or other obligations under this contract regarding patients` medical records or due to the negligent acts, omissions or intentional acts of Health Home Provider, its employees, agents, consultants, or subcontractors, in connection with patients` medical records. Without limiting the foregoing indemnity, Health Home Indemnified parties may elect to be represented by counsel their own choosing.

9.24 This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument. Counterparts may be executed in either original, portable document format (pdf) or faxed form, and the Parties hereby adopt as original any signatures received via facsimile or portable document format.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the _____ day of _____, 2015.

The New York and Presbyterian Hospital for its
New York Presbyterian Health Home

By: _____

Name: Jaclyn Mucaria

Title: Sr. Vice President, Ambulatory Care & Patient-Centered Services

[Redacted]

By: [Redacted]

Name:

Title:

Exhibit A

Outreach and Care Management Services

1. Description of Services. In accordance with the NYS Health Home State Plan Amendment for Individuals with Chronic Behavioral and Medical Health Conditions- SPA # 11-56 for Phase 2 Health Homes , each Patient shall be assigned to one dedicated care manager, clearly identified in the Patient’s record, who is responsible for overall management of the Patient’s plan of care and is accountable for coordinating all aspects of the Patient’s care, which may also include services relating to identifying and assessing the Patient. The care manager may be supported by other trained staff who will assist the care manager in providing care management services. The care manager will be responsible for performing all care management services required pursuant to professional and industry standards, as well as all requirements for care management as promulgated by NYS DOH and the NYP Health Home Operating Protocols, which shall include, without limitation, assuring that communication will be fostered between and among the care manager, treating clinicians and service providers regarding, as necessary, the Patient’s care needs, conflicting treatments, change in condition or the like, which may necessitate treatment changes (i.e., written orders and/or prescriptions). Care management services are defined as follows.

- comprehensive care management,
- care coordination and health promotion;
- comprehensive transitional care patient and family support,
- referral to community and social support services,
- use of health information technology to link services

2. Reimbursement for Outreach and Care Management Services. The Health Home, will establish the rates to be paid to the Health Home Provider for Outreach and Care Management Services. The rate to be paid to the Health Home Provider will be the New York State Department of Health member-specific monthly rate paid to the Health Home minus ten dollars per member. Notwithstanding anything to the contrary herein, payment shall only be due if Health Home Provider has documented qualified care management activity in the NYP Health Home IT system and payment has been received for such services from NYS DOH. The approved rates will be paid within thirty (30) days of Health Home’s receipt of payment from NYS DOH for fee for service cases. The Parties agree that in the event the rates are unacceptable to Health Home Provider, Health Home Provider may terminate this Contract upon thirty (30) days written notice.

3. Administrative Charges for Health Home Patients billed to eMedNY. For Health Home patients assigned to Health Home Provider that are billed to eMedNY, Health Home will charge Health Home Provider ten dollars per Member per month for Health Home administrative costs incurred by the Health Home.

4.] Additional Reimbursement. In the event that the Health Home receives additional revenue from a shared savings pool provided by NYS DOH relating to the health home program, Health Home will determine in its discretion if and how such revenue will be shared with eligible Health Home Provider.

Exhibit B

New York Presbyterian Health Home Operating Protocols

I. New York State Department of Health Home Requirements

NYS DOH requires that each Health Home patient who has signed an enrollment consent be assigned a dedicated Care Manager. NYS DOH has further defined the following set of care management activities to be conducted for patients who qualify for payment under the Health Home program:

- Comprehensive Care Management – prepare assessments and care plans, consult with provider team, outreach and engagement to assess needs and promote continuity
- Care Coordination and Health Promotion – coordination with providers, link patient to services, conduct case reviews with interdisciplinary team, monitor/support client to scheduled appointments
- Comprehensive Transitional Care – Follow-up with hospitals/ED, facilitate discharge plan and transition patient to appropriate service setting, post-discharge follow-up appointments and assist with medication review
- Patient and Family Support – develop plan of care to reflect patient/family preferences, consult with patient/family/care givers on advanced directives, refer to support groups, etc.
- Referral to Community and Social Support Services – identify resources and link client with community supports as needed

II. New York State Health Home Eligibility Criteria

New York State Department of Health has defined Health Home eligibility criteria for a patient as:

- Two chronic medical conditions;
- HIV/AIDS;
- or one serious, persistent mental health condition.

The chronic conditions include but are not limited to:

- Mental health conditions
- Substance abuse disorders
- Diabetes
- Asthma
- Heart disease
- HIV/AIDS
- Overweight (BMI>25)
- Hypertension

III. New York Presbyterian Health Home (NYP Health Home)

New York Presbyterian Health Home was designated as a Phase 2 Health Home. The Health Home consists of The New York and Presbyterian Hospital including all of its present and future campuses including but not limited to NYP/Columbia, NYP/Weill Cornell, NYP/Morgan Stanley Children's Hospital of New York (CHONY), the Allen Hospital and the NYP Ambulatory Care Network. The New York Presbyterian Health Home also subcontracts with certain agencies to provide health home services. In addition, NYP Health Home coordinates with other community-based providers which provide services in the areas of mental health, substance abuse, supportive housing, social services, transportation, home care, patient and family supports to meet the patient's needs

Core Requirements of the Health Home Provider

- Performs care management responsibilities in accordance with requirements of the New York State Health Home program
- Designates a Care Manager for every NYP Health Home member who is responsible for identifying the member's needs, managing the member's care plan and for coordinating his/her services
- Utilizes NYP Health Home Care Management IT system (CMIT) to document necessary data regarding outreach and care management activities for all assigned NYP Health Home members
- Submits and maintains accurate and complete data to meet reporting and billing deadlines
- Attends NYP Health Home training programs on chronic care management and CMIT
- Complies with IT security policies and procedures and HIPAA confidentiality standards for any patient data for NYP Health Home members

V. NYP Health Home Care Management IT System (CMIT)

Health Home Providers are required to use the New York Presbyterian Health Home CMIT for all New York Presbyterian Hospital Health Home members assigned to them. NYP Health Home CMIT serves as the system to capture all Health Home care management activity for NYS DOH reporting and billing. The Health Home Provider shall not use NYP Health Home CMIT for any purpose other than for the NYP Health Home assigned members.

The Health Home Provider will designate an Authorized Requestor for use of the NYP Health Home CMIT. The Authorized Requestor is responsible for certifying that the requested access for a user of NYP Health Home CMIT (Health Home Provider User` or `User`) shall only be for staff who have a need to use the New York Presbyterian Health Home CMIT to provide services to New York Presbyterian Health Home members. The Authorized Requestor will provide the necessary User profile information as determined by New York Presbyterian Health Home in order to grant access. The Authorized Requestor shall notify New York Presbyterian Health Home as soon as possible if a Health Home Provider User of the New York Presbyterian Health Home

CMIT is no longer employed or should no longer have access to the system. The Authorized Requestor shall be responsible to ensure that the Health Home Provider Users maintain the confidentiality of PHI in CMIT, for the NYP Health Home CMIT being used properly and that Health Home Provider complies with New York Presbyterian Hospital Health Home operational procedures and requirements.

V. NYP Health Home Outreach, Assessment, and Care Plan Protocols

A. Health Home Assignment Records

NYS DOH provides lists of Health Home patients to NYP Health Home through Assignment Records. Upon receipt, NYP Health Home will search for an NYP MRN and load available information into the NYP Health Home CMIT. Other data provided on the Assignment Record will be loaded into NYP Health Home CMIT as well and available as part of the initial record.

B. Outreach and Assignment

1. Outreach letters shall be sent to patients by the NYP Health Home based on the address listed on the NYS DOH Assignment Record.

The Assignment Record(s) will be sent to NYP Health Home Providers to ascertain any prior or current history with the members listed. Results from the Health Home Providers are to be returned within five (5) business days to the NYP Health Home manager. NYP Health Home will in turn assign members to the Health Home Provider so that it may commence outreach and/or care management. The Assignment notice will specify whether it is outreach only or outreach and care management.

All members shall be assigned to the Health Home Provider through the NYP Health Home CMIT. Health Home Provider shall document all outreach activities in the NYP Health Home CMIT utilizing the specified workflows and “Outreach Assessment” modules.

Health Home Provider shall conduct a minimum of three (3) attempts per member per month with escalating effort in each consecutive month of the following combinations:

- Phone calls – at varying times of day and early evening
- Home visits to patient’s last address
- Inquiries with other NYP Health Home Providers
- Community visits

2. Outreach Protocol:

- f) The NYP Health Home Provider shall receive notice of member assignments in the NYP Health Home CMIT from the NYP Health Home manager.
- g) The Health Home Provider shall assign its personnel to conduct outreach to member and verify identity through 2 patient identifiers.
- h) The NYP Health Home Provider shall engage the member, explain the NYP Health Home service and obtain signatures for the Health Home consent or opt-out form.
- i) The NYP Health Home Provider will:

- collect signatures for the Health Home forms cited in previous section
 - collect demographic information and additional contact information, and provider information per outreach form
 - set up meeting with Health Home Provider Care Manager
 - Scan and attach any of the consent or opt-out forms that the member has signed.
- j) The Health Home Provider shall document all information gathered from the member in the NYP Health Home CMIT in the required sections and according to prescribed workflow.

C. Intake and Assessment

1. Care Management Assignment, Assessment Process

The Health Home Provider will assign each Health Home member who has signed a NYP Health Home consent, a dedicated Care Manager. The Care Manager shall review and confirm with the member the information that may have been provided by other Health Home Provider staff during outreach phase. The Care Manager shall gather information to complete the NYS DOH FACT-GP/Health Home Functional Assessment and the NYP Health Home Comprehensive Assessment with the member and document findings in the NYP Health Home CMIT. The assessment will identify barriers, gaps in care and other problems affecting the member's ability to successfully manage his/her health conditions. The Care Manager shall contact the member's providers (physical health, mental health, addiction treatment) to also incorporate such providers' care plan(s) in the assessment and care plan to the extent such information is available. The assessment process and information gathering may happen over time. The FACT-GP and Health Home Functional assessment shall be completed within 30 days and the Comprehensive Assessment shall be completed no later than 60 days after enrollment consent.

2. Creation of Initial Care Plan

The Initial Care Plan should be based on the Comprehensive Assessment and completed within 60 days after enrollment consent. The Care Manager shall document problems and identify priority issues affecting the member's ability to be healthy and discuss them with member. The member shall be asked to identify his/her goals to be included in the care plan. The care plan shall address the prioritized problems, the accompanying goals, patient preferences, interventions, timeframes and responsible parties (member, provider, referral agencies). The Care Manager may start the process of referring member to needed services while assessment is in process.

3. Referrals and Communication with Patient's Care Team

The Care Manager shall identify the member's Care Team during the initial assessment process. The Care Team consists of the providers who are or will be delivering significant services to the member that will impact on the patient's health and who will need to be involved in the formulation and coordination of the member's care plan. The Care Team members shall be listed in CMIT. The Care Manager shall communicate to Care Team the member's history, current

status and needs. The Care Manager shall incorporate clinical care plan goals from the patient's Care Team into the NYP Health Home Care Plan and identify any other support the patient may need to reach the clinical goals.

The Care Manager shall coordinate services among the providers on the NYP Health Home Care Plan and facilitate resolution of any issues that arises with the patient and/or NYP Health Home Care Team. The Care Manager shall review the member's progress with the NYP Health Home Care Plan at least monthly and will adjust the NYP Health Home Care Plan as needed. He/she shall communicate to the NYP Health Home Care Team any significant changes or issues and updates to the care plan. The Care Manager shall convene and document in the NYP Health Home CMIT multidisciplinary case rounds once every six months and more often as needed.

D. Timeframes for Assessments

The Care Manager shall conduct the comprehensive NYP Health Home assessment which includes the FACT-GP and Health Home Functional Assessment and document in NYP Health Home CMIT. The majority of the Health Home Provider's initial assessments for NYP Health Home members shall be completed within 30 days of enrollment consent and not more 60 days from consent. The Care Manager will conduct the comprehensive assessments at enrollment and annually. In addition, the FACT-GP and Health Home Functional assessments are to be conducted at disenrollment.

The Care Manager shall conduct a comprehensive re-assessment at six months to review key areas for updating the NYP Health Home Care Plan contained in the NYP Health Home CMIT.

E. Care Management Intensity and Contact Guidelines

The Care Manager shall be in contact with the member at least monthly to assess status, assess progress on the NYP Health Home Care Plan, add updates regarding patient's condition and provide support to the member. A face to face encounter shall be conducted as needed to assess and assist the member.

The Care Manager shall determine the intensity of care management activity based on the member's needs during the assessment process – high, medium and low. The Care Manager shall assess and document the estimated level of intensity in NYP Health Home CMIT at enrollment, at each 6-month reassessment and at discharge. The Care Manager may adjust the intensity level rating more frequently to mirror the actual effort occurring during the care management process. The following are guidelines:

- **High intensity** – The member has complex health and social needs and requires a high level of contact by the Care Manager with the member, the Care Team and other resources to coordinate services and to take actions to stabilize the member. Contact level shall be more than weekly.
- **Medium intensity** – Member's health and social needs require Care Manager to have level of contact with patient and Care Team at least three times a month to monitor referrals, service acquisition and adherence to treatment plans.

- Low intensity –Member is in a stable care plan, and requires monitoring in order to maintain stability and adherence to treatment plans. Contact is needed once or twice a month.

F. Care Plan Tracking and Updates

The Care Manager shall complete the NYP Health Home Care Plan in NYP Health Home CMIT and print a copy to review and give to the member. The Care Manager shall utilize NYP Health Home CMIT to send the Care Plan and other significant updates to the member's Care Team (clinical providers). The NYP Health Home Care Plan shall be updated as necessary to reflect significant and current findings or issues. Care Team members are able to access the NYP Health Home Care Plan on CMIT once the provider contact profile information has been entered. The Care Manager shall track dates for referral appointments, events, reassessments and other follow-up items that will assist in coordinating the member's care. Such data shall be entered into the calendar function for each member in the NYP Health Home CMIT so that the information is available to others reviewing and supporting the care plan.

If patient is stable, patient's needs shall be fully reassessed every 6 months with resulting changes to the NYP Health Home Care Plan as needed. However, the Care Manager shall be continually reassessing and adjusting the NYP Health Home Care Plan as needed based on the patient's situation, progress and any significant events.

Any significant event such as an ED or inpatient admission shall trigger a reassessment to review transition of care needs and any other possible changes to the NYP Health Home Care Plan.

G. Care Transitions Upon ED and Inpatient Notification

Notification of ED and inpatient admissions will be provided to the Care Manager through the NYP Health Home CMIT and/or by other alerts from NYP Health Home. Upon receipt of notification of an ED visit, the Care Manager shall review available information regarding the visit and shall contact the member within two business days to assess member's needs. The Care manager will review ED visit with the member's provider team and make any necessary adjustment to the care plan.

If member is admitted to an inpatient facility, Care Manager shall use available channels to ascertain admission reasons and status and to initiate communication with the inpatient provider team within two business days. The Care Manager shall contact the inpatient provider team to provide any necessary information and to participate in discharge planning to assist member in transition of care. The Care Manager shall facilitate communication between inpatient and outpatient providers. The Care Manager shall obtain the discharge medication list and transition record as available, and coordinates timely follow-up with the next provider as determined by inpatient unit and/or outpatient team. The Care Manager will use best efforts to review or coordinate the review of medications with patient prior to discharge and within 36 hours after discharge. Care transition information shall be entered in the NYP Health Home CMIT.

H. Care Management Activity Reporting and Billing

The Health Home Provider shall have its assigned staff document outreach and/or Care Management activities for each member in the NYP Health Home CMIT to capture all Health Home care management activity for NYS DOH reporting and billing. Activity data shall be documented within 24-48 hours of action to keep the Care Team informed and patient data current.

Care management activity documentation shall be completed for each calendar month by the close of business on the first day of the following month, in order to produce the Member Tracking File to meet NYS DOH regulatory requirements, to facilitate billing. If data is not submitted by the Health Home Provider by specified timeframes or is submitted in an incomplete format which delays billing for the month, payment for members to Health Home Provider may be delayed. Health Home Provider is responsible for any necessary adjustments for accurate and complete data submission.

Outreach and care management activities shall be tailored to the member's needs and categorized into the following sections within the NYP Health Home CMIT in order to meet NYS DOH billing criteria:

- Comprehensive Care Management assessments and care plans, consult with provider team, outreach and engagement to assess needs and promote continuity
- Care Coordination and Health Promotion – coordinate with providers, link member to services, conduct case reviews with interdisciplinary team, monitor/support client to scheduled appointments
- Comprehensive Transitional Care – Follow-up with hospitals/ED, facilitate discharge plan and transition patient to appropriate service setting, arrange post-discharge follow-up appointments and assist with medication review
- Patient and Family Support – develop plan of care to reflect member/family preferences, consult with member/family/care givers on advanced directives, refer to support groups, etc.
- Referral to Community and Social Support Services – identify resources and link client with community supports as needed

I. Patients Lost to Services

If a Care Manager has lost contact with a member and is not able to conduct any Health Home services during a calendar month, the Care Manager must contact the NYP Health Home. It is expected that the Care Manager will have utilized available data sources to locate the member. NYP Health Home will review other data sources to see if the patient can be found. NYP Health Home will work with Health Home Provider to determine “Lost to Services” status and the point at which the member shall be placed into the “Outreach and Engagement” billing cycle. The “Outreach and Billing” cycle for these patients shall not exceed three months.

J. Transfer of Members

The Care Manager may determine that it may be appropriate to transfer member to another NYP Health Home Provider. NYP Health Home may also determine that a member may benefit from a reassignment to another Care Manager or possibly a different Health Home. In these cases, the NYP Health Home manager will confer to discuss the possible transfer of the member.

Exhibit C

Confidentiality Language for Medicaid Data

Medicaid Confidential Data/Protected Health Information (MCD/PHI) includes all information about a recipient or applicant, including enrollment information, eligibility data and protected health information. You must comply with the following state and federal laws and regulations:

- Section 367b(4) of the NY Social Services Law
- New York State Social Services Law Section 369 (4)
- Article 27-F of the New York Public Health Law
- Social Security Act, 42 USC 1396a (a)(7)
- Federal regulations at 42 CFR 431.302, 42 C.R.F. Part 2
- The Health Insurance Portability and Accountability Act (HIPAA), at 45 CFR Parts 160 and 164

Please note that MCD/PHI released to you may contain AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law. As required by New York Public Health Law Section 2782(5), the following notice is provided to you:

“This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for the release for further disclosure.”

Alcohol and Substance Abuse Related Confidentiality Restrictions:

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

You agree to ensure that you and any agent, including a subcontractor, to whom you provide MCD/PHI, agrees to the same restrictions and conditions that apply throughout this Contract. Further, you agree to state in any such Contract, contract or document that the part to whom you are providing the MCD/PHI may not further disclose it without the prior written approval of the New York State Department of Health. You agree to include the notices preceding as well as references to statutory and regulatory citations set forth above, in any contract, or document that you enter into that involved MCD/PHI.

Health Home Provider Signature: _____ Date: _____

Print Name and Title: _____

Exhibit D

HIPAA Business Associate Agreement

for CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

VII. Definitions. For purposes of this AGREEMENT:

- A. "Business Associate" shall mean Health Home Provider.
- B. "Covered Program" shall mean the **New York Presbyterian Health Home**.
- C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.

VIII. Obligations and Activities of Business Associate:

- A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
- B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
- C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

5. Contact procedures for Covered Program to ask questions or learn additional information.
 - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
 - E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
 - F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
 - G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
 - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
 - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- IX. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
 - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
 - C. Business Associate may disclose Protected Health Information as Required By Law.
- X. Term and Termination

- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.
- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

XI. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification

required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

XII. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

SUB-CONTRACTOR:

Name: Signatory's name

Entity: Entity's name

Signature: _____

Date: _____

CONTRACTOR:

Name: _____

Entity: New York Presbyterian Health Home

Signature: _____

Date: _____

NYS DOH OHIP:

Name: **Caryl Shakshober, MS, Privacy Coordinator**

Entity: **NYS DOH Office of Health Insurance Programs**

Signature: _____

Date: _____

Exhibit E

Outreach and Care Management Services for Assertive Community Treatment (ACT)

4. Description of Services. In accordance with the “NYS Office of Mental Health Assertive Community Treatment (ACT) Providing Health Home Care Management Interim Instruction: December 6, 2013”, the New York State Department of Health’s (DOH’s) health home program includes Medicaid eligible recipients of ACT services. ACT programs are the health home care management provider of record for ACT participants. As a health home care management provider for the New York Presbyterian Health Home, and as an ACT Program, the Health Home Provider must meet DOH requirements as well as the New York Presbyterian health home requirements as stated in this Contract, including those related to documentation of the core health home services and care plan in the NYP Health Home Care Management IT system.
5. Reimbursement for ACT Care Management Services. Health Home Provider will bill eMedNY directly for ACT services using rate codes 4508, 4509 and 4511 or any other applicable rate codes for Health Home services as determined by the New York State Medicaid program. Should the New York State Department of Health and the Office of Mental Health determine that the ACT services are to be reimbursed in a different manner, Health Home Provider shall notify Health Home of such new requirements. Notwithstanding anything to the contrary herein, ACT services for NYP Health Home members provided by Health Home Provider shall be billed by Health Home Provider to eMedNY, provided Health Home Provider has documented qualified care management activity in the NYP Health Home CMIT system as described in Exhibit B, Section V.
6. Administrative Fees for ACT Health Home Patients billed to eMedNY. In accordance with the New York State Office of Mental Health interim instruction, ACT program rates have been increased by \$50 per member per month for full month, half-month and inpatient rate codes. As an ACT Program health home provider, Health Home Provider is required to and shall send \$30 per month per Health Home enrollee enrolled in Health Home to Health Home and shall retain for itself the remaining \$20 of the administrative fee. Health Home Provider shall send Health Home’s portion of the administrative fee to Health Home within thirty (30) days of receipt of payment from Medicaid by Health Home Provider.

APPENDIX Q (Continued) Assignment Specification Form:

Health Home Assignment Specification Form

Health Home Care Management Agency: [Redacted]

Top Down Assignments

Which Boroughs will you **accept** in your top down assignment list? (Select all that apply):

Bronx Brooklyn Manhattan Queens Staten Island

Which Boroughs will you **not accept** in your top down assignment list? (Select all that apply):

Bronx Brooklyn Manhattan Queens Staten Island

Will you accept patients that opted out with another provider: No

Bottom Up Referrals

Will you accept NYP Bottom up referrals? Yes

Which Boroughs will you **accept** for bottom up referrals (Select all that apply):

Bronx Brooklyn Manhattan Queens Staten Island

Which Boroughs will you **not accept** bottom up referrals? (Select all that apply):

Bronx Brooklyn Manhattan Queens Staten Island

Please list your Organizational Specialties:

[Redacted]

Will you accept HARP Members? Yes

Languages Accepted

[Redacted]

Supersusers at your agency (all referrals assigned to them):

[Redacted]

Person completing form [Redacted]

Date [Redacted]

APPENDIX Q (Continued) CMA Survey:

Thank you for being a part of the NewYork-Presbyterian Hospital Health Home. Please complete the questions below and return to Tiffany Sturdivant-Morrison (tis9034@nyp.org) no later than Friday, July 8, 2016.

Contact Information

1. Person Completing the Survey:

Name
Agency
Address
Desk Phone
Cell Phone
Email

2. For each category, please identify the primary contact at your agency. If the same contact is used for multiple categories, please list their name in subsequent categories:

a. Billing / Finance

Name
Desk Phone
Cell Phone
Email

b. Capacity / Referrals

Name
Desk Phone
Cell Phone
Email

c. Data / Quality Management

Name
Desk Phone
Cell Phone
Email

d. Any other key contact at your agency

Name
Desk Phone
Cell Phone
Email
Contact for

HCBS Services

3. Are you a designated Adult Behavioral Health Home and Community Based Services Provider by New York State?

Yes No

If no, please skip to question 9. If yes, continue to question 4.

4. Are you accepting HARP patients? Yes No

If no, please skip to question 9. If yes, continue to question 5.

5. Name of HCBS Clinical Supervisor

Name

Desk Phone

Cell Phone

Email

6. Is your HCBS Clinical Supervisor approved by NY State? Yes No

7. List of Care Managers (HARP and non-HARP)

Care Manager Name (First Name Last Name)	Able to provide services to CM HARP patients?	Primary Phone Number	Email address
a.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
b.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
c.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
d.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
e.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
f.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
g.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
h.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
i.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
j.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
k.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
l.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
m.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
n.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
o.	Yes <input type="checkbox"/> No <input type="checkbox"/>		
p.	Yes <input type="checkbox"/> No <input type="checkbox"/>		

8. Any suggestions on how to improve the NYP Health Home?

9. General Comments / Questions:

THANK YOU FOR BEING A PART OF THE  HEALTH HOME

APPENDIX Q (Continued) DEAA:

1. APPLICANT INFORMATION:

Provide the name and title of the individual who can legally bind your company, agency or entity to the terms of this Agreement. The person who is named here must sign the Executory Clause. Also be sure to provide the legal name of the company, agency or entity, along with its address and telephone number.

Requester Name: Insert name & address of Subcontractor
Title: _____
Organization: _____
Telephone: _____
Address: _____

Requester Name: J. Emilio Carrillo, MD
Title: Vice President of Community Health
Organization: New York Presbyterian Hospital
Telephone: 212-305-1079
Address: 177 Fort Washington Avenue, NY, NY 10032

B. List the names of staff, contractors and subcontractors who will have access to the data covered by this agreement. Alternatively, DOH is offering the option of having one LEAD person within each HEALTH HOME entity be responsible for the names that would have been listed on the DEAA. That person would be required to maintain an accounting of all those individuals who access MCD/PHI and maintain it accurately, as staff join and leave employment. The list would also need to be available for DOH or CMS audit, if required in the future.

Also, identify staff responsible for the technical handling, data security, storage of the Medicaid Confidential Data/Protected Health Information (MCD/PHI). Please provide telephone numbers & email addresses if possible.

<u>Names:</u>	<u>Phone Numbers:</u>	<u>email addresses:</u>
1)	_____	_____

2)	_____	_____

3)	_____	_____

MCD/PHI released under this DEAA. Applicant will be responsible for, in its hands or in the hands of its contractors/subcontractors for use of MCD. Applicant will also be responsible for the establishment and maintenance of security, as specified in an attached HIPAA compliant Security Document, to prevent unauthorized use of MCD. The applicant represents and warrants that such data will not be disclosed, released, revealed or shown, or access granted to any person or entity other than those listed in Section 1 of this DEAA.

Any improper use and disclosure of MCD/PHI must be reported to our Privacy Coordinator. Applicant agrees to establish and insure that its contractors/subcontractors, if any, establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use of or access to the data. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Applicant, its contractors and subcontractors agree to sign the Federal Health Insurance Portability and Accountability Act / Business Associate Agreement (HIPAA/BAA), as found in Attachment B, which also meets the standards set by NYSDOH.

Applicant agrees that all staff identified as having access to the MCD/PHI in any BAA, MOU, MOA, Contract, Subcontracts must match the list contained in Section 1 of the DEAA.

Applicant agrees that the statement of work to be done in the BAA, MOU, MOA, Subcontracts or Contract must match that described in Section 2 of the DEAA.

Applicant agrees that the duration of the BAA, MOU, MOA, Subcontracts or Contract must match the "start" and "end" date as stated in the DEAA.

Any description of destruction or return of MCD/PHI must match that as stated in the DEAA.

4 A. EXECUTORY CLAUSE: (MUST BE SIGNED & NOTARIZED):

CONFIDENTIALITY CERTIFICATION

BY **Subcontractor**

("Name of Applicant" and Office Held):

Insert name of
Subcontractor

(Executory Clause):

It is understood by and between the parties that this Agreement shall be deemed executory to the extent of the resources available to NYSDOH Medicaid program and no liability on account thereof shall be incurred by the NYSDOH Medicaid beyond the resources available thereof.

To New York State Department of Health ("Department"):

The Applicant has requested the following Medicaid confidential data (describe data):

_____ “the data”) to (state purpose and legal authority):

_____ for periods (dates): **Upon DEAA approval** and application will expire on (date): **Three (3) years from approval with anticipated redesignation.**

Section 1902(a) (7) of the federal Social Security Act and Section 369 (4) of the Social Services Law, require that Medicaid Confidential Data be treated as confidential and used or disclosed only for a purpose directly connected with the administration of the Medical Assistance program.

The Applicant certifies to the Department that the Applicant, its officers, employees, agents or subcontractors will adhere to these Medicaid confidentiality standards and provisions of the legal authority cited by the applicant. The Applicant will provide the following controls to ensure confidentiality of the data:

1. The data may be used only for the purpose listed in this Application.

Only listed Applicant staff that require the data to perform functions listed in this Application may be given access to the data. Such staff will be instructed by the Applicant in the confidential nature of the data and its proper handling.

3. The data will be secured in locked storage receptacles when the data are not under the direct and immediate control of an authorized Applicant staff member engaged in work under this Application.

4. The data, including any copies made by the Applicant, will be returned to the Department by the Applicant upon completion the Application purpose, or with prior written Department approval, the data may be destroyed by the Applicant after its use and a written confirmation provided by the Applicant to the Department of such destruction.

(Applicant): **Insert name of subcontractor** makes this Confidentiality Certification and Executory Clause as a condition for receipt of confidential Medicaid information and to ensure maintenance of confidentiality and security of the data pursuant to the aforementioned laws.

Date: _____

Signature of CEO: _____

Signer's Name: _____

Title: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____, 201_

Notarization

4 B. EXECUTORY CLAUSE: (MUST BE SIGNED & NOTARIZED):

CONFIDENTIALITY CERTIFICATION

BY: New York Presbyterian Hospital
New York Presbyterian Hospital

(Executory Clause):

It is understood by and between the parties that this Agreement shall be deemed executory to the extent of the resources available to NYSDOH Medicaid program and no liability on account thereof shall be incurred by the NYSDOH Medicaid beyond the resources available thereof.

To New York State Department of Health ("Department"):

The Applicant has requested the following Medicaid confidential data (describe data): Medicaid beneficiary demographics, including but not limited to name, address, DOB, gender and CIN (client identification number)

Medicaid claims data for all categories of service, (including physician, clinics, inpatient and all pharmacy claims, by Medicaid beneficiary with appropriate units of service (Medicaid days, claims, and visits)

Eligibility data by Medicaid beneficiary including the eligibility start-end dates to facilitate enrollee recertification.

Provider demographic data by Medicaid provider, Medicaid provider addresses at which they receive correspondence (including provider type) – for all current Medicaid providers who have serviced at least one of the Health Home eligible population during historical and current time frame. (“the data”) to (state purpose and legal authority): act as a care management model to provide/coordinate comprehensive health home services for Medicaid (populations) beneficiaries with chronic medical and/or behavioral health illnesses. The DOH will provide the HH specific Medicaid claims data for each enrollee that will facilitate the provision of care management and coordination services linked to an integrated health care delivery system and community provider network. The goals of the HH are to:

- assure access to appropriate services
- improve health outcome
- reduce preventable hospitalizations and emergency room visits
- promote the use of health information technology (HIT)
- avoid unnecessary care

for periods (dates): Upon DEAA approval and application will expire three (3) years from DEAA approval unless redesignated.

Section 1902(a) (7) of the federal Social Security Act and Section 369 (4) of the Social Services Law, require that Medicaid Confidential Data be treated as confidential and used or disclosed only for a purpose directly connected with the administration of the Medical Assistance program.

The Applicant certifies to the Department that the **Insert name of LEAD HH**, its officers, employees, agents or subcontractors will adhere to these Medicaid confidentiality standards and provisions of the legal authority cited by the applicant. The Applicant will provide the following controls to ensure confidentiality of the data:

The data may be used only for the purpose listed in this Application.

Only listed Applicant staff that require the data to perform functions listed in this Application may be given access to the data. Such staff will be instructed by the Applicant in the confidential nature of the data and its proper handling.

3. The data will be secured in locked storage receptacles when the data are not under the direct and immediate control of an authorized Applicant staff member engaged in work under this Application.

4. The data, including any copies made by the Applicant, will be returned to the Department by the Applicant upon completion the Application purpose, or with prior written Department approval, the data may be destroyed by the Applicant after its use and a written confirmation provided by the Applicant to the Department of such destruction.

New York Presbyterian Hospital this Confidentiality Certification and Executory Clause as a condition for receipt of confidential Medicaid information and to ensure maintenance of confidentiality and security of the data pursuant to the aforementioned laws.

Date: _____

Signature of CEO: _____

Signer's Name (please print): _____

Organization: **New York Presbyterian Hospital**

Address: _____

State of _____

} ss.:

County of _____

Subscribed and sworn to before me on this _____ day of _____, 20__

_____ Notarization

ATTACHMENT A

CONFIDENTIALITY LANGUAGE FOR THIRD PARTY CONTRACTS

The federal Center for Medicare and Medicaid Services (CMS) requires that all contracts and/or agreements executed between the Department of Health and any second party that will receive Medicaid Confidential Data must include contract language that will bind such parties to ensure that contractor(s) abide by the regulations and laws that govern the protection of individual, Medicaid confidential level data. This notification requires that you include the following language in this contract and all future contracts that will govern the receipt and release of such confidential data:

Medicaid Confidential Data/Protected Health Information includes all information about a recipient or applicant, including enrollment information, eligibility data and protected health information.

You must comply with the following state and federal laws and regulations:

Section 367b(4) of the NY Social Services Law
New York State Social Services Law Section 369 (4)
Article 27-F of the New York Public Health Law
Social Security Act, 42 USC 1396a (a)(7)
Federal regulations at 42 CFR 431.302, 42 C.F.R. Part 2
The Health Insurance Portability and Accountability act (HIPAA),
at 45 CFR Parts 160 and 164

Please note that MCD released to you may contain AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law. As required by New York Public Health Law Section 2782(5), the following notice is provided to you:

“This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for the release for further disclosure.”

Alcohol and Substance Abuse Related Confidentiality Restrictions:

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

You agree to ensure that you and any agent, including a subcontractor, to whom you provide MCD/PHI, agrees to the same restrictions and conditions that apply throughout this Agreement.

Further, you agree to state in any such agreement, contract or document that the part to whom you are providing the MCD/PHI may not further disclose it without the prior written approval of the New York State Department of Health. You agree to include the notices preceding, as well as references to statutory and regulatory citations set forth above, in any agreement, contract or document that you enter into that involves MCD/PHI.

ANY AGREEMENT, CONTRACT OR DOCUMENT WITH A SUBCONTRACTOR MUST CONTAIN ALL OF THE ABOVE PROVISIONS PERTAINING TO CONFIDENTIALITY. IT MUST CONTAIN THE HIV/AIDS NOTICE AS WELL AS A STATEMENT THAT THE SUBCONTRACTOR MAY NOT USE OR DISCLOSE THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF THE NYSDOH, MCDRC.

Applicant/Contractor

Signature: _____ Date...../...../.....

Name Printed: Indicate subcontractor CEO's name here

Company: Insert name of subcontractor here

ATTACHMENT B

HIPAA Business Associate Agreement (BAA)

To be signed by CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

I.

“Business Associate” shall mean: Insertname of subcontractor here

“Covered Program” shall mean: New York Presbyterian Hospital

Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.

Obligations and Activities of Business Associate:

Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.

Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.

Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:

A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); Any steps individuals should take to protect themselves from potential harm resulting from the breach;

A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

Contact procedures for Covered Program to ask questions or learn additional information.

Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program, agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.

Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.

Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.

Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.

Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.

Permitted Uses and Disclosures by Business Associate:

Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.

Business Associate may use Protected Health Information for the proper management and administration of Business Associate.

Business Associate may disclose Protected Health Information as Required By Law.

Term and Termination

A. This AGREEMENT shall be effective for the term as specified in this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this AGREEMENT.

Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.

Effect of Termination.

Except as provided in paragraph (c) (2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Violations

Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not

indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

Miscellaneous

Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.

Survival. The respective rights and obligations of Business Associate under (IV) (C) of this AGREEMENT shall survive the termination of this AGREEMENT.

Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.

HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

FOR SUB-CONTRACTOR USE:

Name:

Entity: _____

Signature:

Date:

FOR Insert name of LEAD HH USE:

Name:

Entity: **New York Presbyterian Hospital**

Signature:

Date:

FOR NYS DOH OHIP USE:

Name: Caryl Shakshober, Privacy Coordinator

Entity: NYS DOH Office of Health Insurance Programs

Signature: _____

Date: _____

Completed Packet should be returned to:

**Caryl Shakshober, Privacy Coordinator
NYSDOH/OHIP Room 1842
Empire State Plaza Corning Tower
Albany, NY 12237**