THIS AGREEMENT is made as of the **[date],** by and between **FINGER LAKES HEALTH SYSTEMS AGENCY**, a New York not-for-profit corporation having its principal offices at 1150 University Avenue, Building 5, Rochester, New York 14607 ("FLHSA") and **[name of contracting entity]** having its principal offices **[location of contracting entity]** (the "Practice").

WHEREAS, FLHSA has secured a three year (July 1, 2012 to June 30, 2015) grant (the "Grant") the proceeds of which must be used by FLHSA to fund care managers (the "Care Managers") who will be employed by medical practices, and also to provide financial support to the Practice to compensate for Grant related transformation activities and to support infrastructure needed to make system and process changes to effectively use the Care Manager (the transformation stipend will be paid to the Practice to support practice transformation activities); and

WHEREAS, FLHSA has determined the Practice could use the services of a Care Manager and related Practice transformation activities, the result of which is the purpose and goals of the Grant can be addressed; and

WHEREAS, the Practice has one Practice location(s) it has identified to participate in Grant activities and will be assigned Care Manager(s) **[name and location of site(s)]** (the "Practice Location"); and

WHEREAS, the parties wish to enter into this Agreement for purposes of detailing their respective rights and obligations with respect to the use, employment and payment of the Care Managers and participation in the Grant activities by the Practice and participating physicians/providers.

NOW, THEREFORE, the parties agree as follows:

1. **Grant Goals**

(a) The grant goals are to:

i. Support primary care practice transformation to a patient centered, coordinated and efficient model;
ii. Integrate community services with primary care practices to address the social and behavioral contributors to health; and
iii. Develop a community wide outcome based payment model for primary care.

(b) The plan to support Practice transformation in participating practices focuses on three areas:

i. Practice based quality improvement: FLHSA will offer a grant-supported menu of practice and process improvement strategies to the primary care

Practice team, according to Practice needs (as determined by a preliminary needs assessment);

ii. Care managers will be paid for by grant dollars for one year, at which point the expectation is that the Practice would support them through the to-be-developed outcome based reimbursement; and

iii. Community integration: FLHSA will actively support developing a meaningful, comprehensive interface between care managers and community service delivery providers to increase the coordination of care, direct patients to community services (e.g. pharmacy, chronic disease support) as well as needed non-health care resources (e.g. food, housing), and identify and remediate problems before they result in hospital or emergency department admissions.

2. **Grant Objectives Related to Participating Practices**

(a) In order to address the objectives and requirements of the Grant, the Practice will monitor, document and report to FLHSA quarterly activities and results related to its transformed practice processes, and the impact on patient care and outcomes. A sample of measures is outlined in Appendix B. The Grant activities include facilitating improved communication and coordination including exchange of clinical information between the Practice and the patients' specialists and hospitals, where appropriate when patients are admitted or seen in the emergency department. Such matters will be reviewed in the training referenced in Sections three (3) and four (4) below. The Practice will designate a Practice Champion to coordinate the Practice's participation in Grant activities. FLHSA shall meet periodically to review and address compliance with Grant obligations with the Practice Champion and, when appropriate, with other Practice providers and employees participating in the Grant.

(b) All Grant related reports and other information generated by the Practice for the purposes of complying with the Grant shall be, and at all times remain, the property of the FLHSA, although custody of such documentation can be maintained by the Practice. FLHSA grants to the Practice a license to use the data and results generated from this grant for its internal, non-commercial research or educational purposes. Upon request of FLHSA, the Practice will provide such documentation to FLHSA. All such documentation shall be deemed confidential, and may not be used by the Practice or disclosed for any purpose other than those related to the Grant. To the extent permitted by applicable State and Federal privacy law, including, without limitation, the HIPAA privacy rule (45 CFR Part 164), FLHSA will also have access to review Practice/patient records related to work performed under the Grant. Notwithstanding the foregoing, all data, including all protected health information

contained in the Grant related reports and other information described above remain the property of the Practice and may be used or disclosed by the Practice for any purpose permitted by applicable law. Medical records are, and shall remain the property of the Practice.

(c) The Practice is expected to put forth a good faith effort to actively participate in the process improvement and care transformation that the Grant requires. This includes a demonstrated commitment to transformation of the Practice(s) to a patient centered medical home as demonstrated by:

i. Actively working with Grant provided Practice Improvement Advisor as demonstrated by regularly scheduled quality/performance improvement team meetings;
ii. Milestones that demonstrate continued Practice improvement and transformation (interventions implemented by the Practice and results (e.g. PDSAs);
iii. Progress on activities required for Patient Centered Medical Home (PCMH) recognition by the National Committee for Quality Assurance (NCQA);
iv. Activity of the care manager; and
v. Participation in grant learning meetings:
    1. Practice Champion (anticipate meeting every month); and
    2. Care Manager (initial trainings and anticipated monthly meetings).

FLHSA will use reasonable efforts to schedule meetings involving physicians with due sensitivity for the competing demands upon the physicians' time. The Practice should send a designated physician liaison to participate on behalf of the Practice Champion if the Practice Champion is unable to attend a scheduled learning collaborative.

For any meetings requiring all physician participation, FLHSA shall provide at least 30 days advance notice to ensure that physicians have adequate time to adjust their clinical schedules.

The Practice will work collaboratively with any and all third party vendors contracted by the FLHSA to assist in the implementation of the Grant activities, including but not limited to, data collection, training and provision of enhanced services to the Practice and its patients.

The Practice shall not be required to participate in any activity recommended by FLHSA or the Grant that would, in the judgment of the Practice or an individual

practitioner, be contrary to accepted standards of clinical practice or the health care needs of an individual patient.

The reporting requirements referred to in this Agreement are intended to document both process measures and patient outcome data. If FLHSA determines that these requirements are not being addressed, FLHSA shall notify the Practice of any issues it has identified. Thereafter, the designated representatives for each party shall confer to resolve any concerns. If the parties are unable to reach agreement on a resolution, FLHSA may terminate this Agreement in accordance with Section eight (8).

3. **Care Manager**

(a) The FLHSA will provide the Practice with a job description that must be used for all Care Manager positions funded by the grant (Appendix A). Each Care Manager will be employed by the Practice as a full-time employee **(prorated based on risk adjusted panel size)**. Compensation and benefits will be determined by the Practice in its sole discretion in accordance with its existing policies and procedures taking into account applicable relevant factors such as job classification, pay grade, seniority and length of service. As an employee of the Practice, the Care Manager will be subject to all of the policies, rules, and regulations of the Practice. Care Manager funding is contingent upon FLHSA's determination that the Care Manager designated by the Practice meets the Minimum Requirements set forth in Appendix A. FLHSA shall make such determinations promptly, in good faith and in accordance with applicable law. Approval shall not be unreasonably withheld. Upon request by the Practice, the FLHSA can provide assistance with care manager recruitment if the Practice wants assistance with this activity.

(b) FLHSA will reimburse the Practice for the cost of the Care Manager's compensation and benefits; such reimbursement shall not exceed **[amount]** for the period **[dates]** and **[amount]** for the period **[dates],** based on actual cost and pro-rated for partial year of employment For each Practice Location, any Care Manager costs in excess of the designated yearly maximum, **[amount] and [amount]** respectively per year, will be paid in full by the Practice. Within fifteen (15) days after the end of each month, the Practice will provide FLHSA with a report indicating the cost of the compensation and benefits paid to each Care Manager during the prior month together with a completed voucher form supplied by FLHSA (see Appendix B). FLHSA will reimburse the Practice for those costs within thirty (30) days after receipt of the monthly report and voucher. If requested by FLHSA, the Practice will provide FLHSA with documentation evidencing the costs incurred by the Practice. Overtime costs and bonuses are not billable to the grant.

(c) Employment decisions pertaining to any Care Manager funded by FLHSA shall be made by the Practice in its sole discretion in accordance with applicable law and its existing policies and procedures. If the Practice decides that, for whatever reason, it wishes to terminate the employment of the Care Manager, it will notify FLHSA and, the parties will determine whether FLHSA will authorize funding for a replacement Care Manager as described in Section 3.a. above.

(d) Training: within the first thirty (30) days of employment , FLHSA will provide training and necessary support to the Care Manager with respect to the following:

i. The goals and expected outcomes from the use of a Care Manager;
ii. How and what the Care Manager should be doing to supplement the medical care provided by the Practice in order to achieve those goals and outcomes;
iii. The various Grant requirements with which the Practice and the Care Manager must comply; and
iv. The Practice's obligations under the terms of this Agreement.

(e) Existing care managers participating in the CMMI Grant will be required to participate in essential elements of training in order to participate in the development of a project wide care manager network. All care manager training and meetings will be scheduled and structured to minimize Practice disruption and care manager absences from the Practice.

(f) The Care Manager's role under the Grant is described in detail in Appendix A (Care Manager Job Description). The Care Managers are to be utilized as outlined in the job description. The Care Managers should not be utilized to complete general office or nursing functions (e.g. immunizations, triage, rooming patients, vitals, providing home care) or to lead/facilitate PCMH transformation activities. Practices are responsible for consulting with the FLHSA, regarding questions related to the role of the Care Managers that are not expressly defined in Appendix A, to ensure Grant funds are spent to support care management activities as outlined in this Agreement. Care Managers must be able to interact with patients in the office, at the patient's home or other community setting and through HIPAA compliant technological methods. Adequate office space must be designated for the Care Manager and they also must have access to a room at their assigned Practice location to meet with patients as well as a telephone and computer with Internet and Email access to be provided by the Practice. The computer must be capable of running Microsoft Office 2007 or a higher version.

(g) Upon request, Practice will provide feedback to FLHSA on the general qualifications, training, skills, and attributes that contribute to and limit the success of individuals fulfilling a Care Manager role in a patient centered medical home setting.

4. Practice Transformation Stipend

(a) FLHSA will pay the Practice a stipend intended to support Practice transformation activities including but not limited to:

i. Offsetting productivity losses incurred by time spent on quality improvement activities (e.g. huddles) or attendance at grant-related meetings;
ii. Hiring additional personnel to assist with Practice transformation or population management;
iii. Making improvements/adjustments to the Practice's Electronic Medical Record related to grant related activities or reporting;
iv. Purchasing of services, minor equipment and other costs to maintain progress on achieving the goals of the grant and;
v. Providing extra compensation for care team members involved in transformation activities.

(b) The amount to be received by the Practice will be determined by the Practice's total risk adjusted panel size. The amount available for the yearly transformation stipend is based on the total grant budget available for this activity and the risk adjusted panel sizes of the Practices participating. For the period July 1, 2014 to June 30, 2015**,** the amount budgeted for the Practice is **[amount].**

(c) Payment of the transformation stipend is contingent upon good faith participation in grant activities including team based quality improvement activities, population management activities, non-reimbursable patient activities (e.g. telephone calls, emails), participation in grant learning meetings, and reaching milestones agreed upon between the Practice and FLHSA (see section two (2) for additional details).

(d) The stipend will be paid quarterly in equal installments, with the first installment being due on October 10, 2014, provided FLHSA has received by that date documentation of each participating Practices quarterly report on grant activities. If FLHSA feels there is not good faith participation in the Grant activities it will be addressed with the Practice. If the issues cannot be resolved FLHSA will give official notice of non-performance. If the issues are not corrected within 15 days of notice, future Practice transformation stipend payments will be withheld. Payments will be reinstated when good faith participation resumes. Good faith participation is defined as actively participating in Grant Practice transformation activities (see above in section 4a) including participating in PDSA cycles of improvement, clinical team

huddles, and working with the Care Manager and Practice team to manage the patient panel.

(e) In accordance with applicable law, W-9 forms will be required to be submitted for individuals/entities receiving payment from the FLHSA. The fully completed W-9 must be received by the FLHSA before payment is issued. The FLHSA will provide the individuals/entities receiving payment from FLHSA with IRS Form 1099 as required by law.

(f) The Practice will notify FLHSA within five (5) days after there is a change in the Practice's number of participating physician's or providers that alters the Practice's patient panel by more than 2,500 patients. The number of patients and type of insurance they are covered under is used to determine the risk based panel size calculation. The reports run from the EMR after grant implementation should closely match the numbers provided in the application. If there is a significant difference in these numbers the care manager allotment and transformation stipend may need to be adjusted.

(g) Training: FLHSA will provide training and necessary support to the Practice's participating physicians and employees with respect to the following:

i. The goals and expected outcomes from use of a Care Manager;
ii. How and what the physician and Care Manager should be doing to supplement the medical care provided by the Practice in order to achieve those goals and outcomes;
iii. The various Grant requirements with which the Practice and the Practice Champion must comply; and
iv. The Practice's obligations under the terms of this Agreement.

5. **Reporting**

The Grant requires specific quarterly reports from FLHSA regarding grant deliverables, process outcomes, and health-related outcomes. Appendix B contains specifics on the reporting requirements and minimum expectations from the Practice. The Practice will generate such reports that are required by FLHSA and CMMI in order to comply with its Grant obligations and requests from CMMI evaluators. To ensure that Care Manager and Practice transformation resources are deployed in a manner that is most consistent with the patient centered clinical objectives of the Grant, FLHSA agrees to work with the Practice to find ways to meet CMS's reporting requirements as efficiently as possible.

6. **Information Dissemination**

All publications, press announcements, posters, oral presentations at meetings, seminars and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of the CMS, Department of Health and Human Services support, citing the Funding Opportunity Number as identified on this award document as follows:

> "The project described was supported by Funding Opportunity Number CMS-1C1-12-0001 from Centers for Medicare and Medicaid Services, Center for Medicare and Medicaid Innovation."

Recipients also must include a disclaimer stating the following:

> "Its contents are solely the responsibility of the authors and do not necessarily represent the official view of HHS or any of its agencies."

All communication and publications concerning the outcome of HHS grant supported activities must be vetted through FLHSA. FLHSA is required to notify CMMI through its CMS Project Officer (PO) in advance to allow for coordination. One copy of each publication, regardless of format, resulting from work performed under an HHS cooperative agreement-supported project must accompany the annual or final progress report submitted to CMMI through its CMS PO.

7. **Compliance with Laws**

(a) The Practice will comply with the requirements of the Grant of which the Practice is provided advance written notice, and with all applicable laws, rules, and regulations related to the operation of the Grant and the operation of the business of the Practice ("Applicable Laws"). Such Applicable Laws shall include, but not be limited to, the HIPAA Privacy and Security Rules.

(b) In order to comply with the requirements of the Grant, FLHSA will need to view protected health information from the Practice. If it is determined by the parties that FLHSA is functioning as a business associate as defined in the HIPAA Privacy Rules; FLHSA will execute and deliver to the Practice a business associate agreement.

8. **Term**

(a) The term of this Agreement shall begin on July 1, 2014 shall end on June 30, 2015.

(b) Either party may terminate this Agreement without cause on ninety (90) days prior written notice.

(c) In the event of a material breach of this Agreement by either party, the non-breaching party may, at any time after the expiration of thirty (30) days following written notice of the breach to the breaching party, terminate this Agreement by giving further written notice of termination; provided, that if the breaching party has cured the breach to the reasonable satisfaction of the non-breaching party prior to receipt of written notice of termination, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies.

(d) In the event of a termination, with or without cause, Practice shall receive pro rata payment under Sections 3(b) and 4(a) for the portion of time that preceded the effective date of termination.

9. **Severability**

Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by law or by a court of competent jurisdiction, all other provisions shall nevertheless continue in full force and effect. In lieu of such invalid or unenforceable provision, there shall be added to this Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

10. **Miscellaneous**

The following provisions shall apply to this Agreement:

(a) The paragraph headings contained in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

(b) Several copies of this Agreement may be executed by the parties, each of which, shall be deemed an original for all purposes and all of which together shall constitute but one and the same instrument.

(c) In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the

particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

(d) If the consent of either party is required for whatever reason under the terms of this Agreement, such consent shall not be unreasonably withheld.

(e) Defined terms referenced in the recitals set forth above are incorporated into and made a part of this Agreement.

(f) The terms of Sections five (5), six (6), seven (7), eight (8), nine (9), and eleven (11) shall survive the termination or expiration of this Agreement.

11. **Failure of Performance**

If a dispute arises with respect to the performance of either party of any of his, her, or its obligations under the terms of this Agreement, or if a dispute arises with respect to the interpretation of this Agreement, a party will have the right at his, her, or its election, to commence a legal action and to sue for damages for such breach and to seek such legal and equitable remedies as may be available to him, her, or it. In any such action, the prevailing party will be entitled to recover all reasonable expenses, which shall include reasonable legal fees and court costs, incurred: to sue for damages; to seek such other legal and equitable remedies; and to collect any damages and enforce any court order or settlement agreement including, but not limited to, additional application to the court for an order of contempt. Nothing contained herein shall be construed to restrict or impair the rights of either party to exercise this election. All rights and remedies herein provided or existing at law or in equity shall be cumulative of each other and may be enforced concurrently therewith or from time to time.

12. **Notices**

Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested to the following addresses:

If to Practice: **[name and address of contracting entity]**

If to FLHSA:
Finger Lakes Health Systems Agency

Attn: CMMI Director
1150 University Avenue, Building 5
Rochester, New York 14607

Any notice which is mailed shall be deemed to have been given on the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

13. **Construction**

All understandings and agreements previously made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be changed, terminated, nor any of its provisions modified or waived, except in writing signed by all of the parties to this Agreement.

14. **Application Law; Jurisdiction; Venue**

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law or without regard to any custom or rule of law requiring construction against the drafter. The County of Monroe in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in that forum.

15. **Binding Effect**

This Agreement shall be binding upon and will inure to the benefit of the parties, their legal representatives, transferees, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

Finger Lakes Health System Agency	**[Contracting Entity]**
By: _____	By: _____
Name: Trilby de Jung	Name: _____
Title: Chief Executive Officer	Title: _____

Appendix A

CARE MANAGER
POSITION DESCRIPTION

POSITION SUMMARY:
A registered nurse or social worker*, working in conjunction with a care team to identify and proactively manage the care needs of high risk patients within the primary care Practice setting. The Care Manager provides assessment, care coordination, advocacy and coaching for identified patients that are at risk for hospital admissions or emergency room visits.
The Care Manager uses established grant criteria to identify at-risk patients, and determines the drivers of risk in conjunction with the patient, family, physician and ancillary health care providers. An integral, professional member of the practice's care team, the Care Manager measures the impact of care coordination interventions, and regularly re-assesses the patient's risk for incurring adverse health outcomes.

ESSENTIAL JOB DUTIES/FUNCTIONS
Provides Care Management Services under the direction of the Practice Manager or Provider:

- Identifies or works with others to identify patients with high risk of adverse health outcomes (e.g. death, disability, inpatient admission, SNF admission or ED visit.).
- Establishes patients in trusting relationships enabling effective intervention and support.
- Conducts an assessment of patient condition, needs, preferences and clinical and psychosocial barriers.
- Supports the patient in identification of actionable goals to optimize health outcomes.
- Develops a care management plan based on the patient's goals, strengths and barriers that promote improved health care outcomes and quality of life.
- Implements the patient approved plan of care in collaboration with the Practice care team and patient through Practice, community and home based visits and telephonic support:
    - Provides comprehensive care management including self-management support, health promotion, connection/referral to appropriate physical/mental health/substance abuse providers and community based organization social supports to decrease barriers to attending appointments and following the plan of care:
        - Utilizes Self-Management Support interventions such as Motivational Interviewing and Shared Decision Making tools, to promote self-advocacy. Monitor the patient's level of activation relative to their health goals over time.
        - Advocates for patients to assure access and timely service delivery across the continuum of care and community resources.

        - Provides education/ information to patients/caregivers in support of care plan goals.
        - Optimizes insurance and other benefits to support patient access to needed services.
    - Facilitate care coordination with primary or specialty medical care as well as acute and outpatient medical, mental health and substance abuse services, and other care managers involved in supporting the individual;
    - Provide culturally competent interventions based on patient assessment and identified cultural needs.
    - Provide comprehensive transitional care with an emphasis on coordination of care and services post- critical events (e.g. emergency department admittance, hospital inpatient admission and discharge, or SNF admission and discharge);
    - Works with the attending/consulting physicians to facilitate effective transition through timely communication of information necessary for patient care and discharge planning, and supporting appropriate patient self-management.
    - Provides crisis intervention planning addressing events such as emergency department visits or inpatient admissions or other crisis events to ensure planned crisis interventions are effective and to make necessary modifications of the Plan of Care or need for additional support services;
    - Conducts medication reconciliation as appropriate and communicates needs for adjustments to care team/provider;
    - Provides patient education;
    - Works with family regarding the patient's needs; assess caregivers burdens; provides support to family and caregiver;
    - Ensures language access/ translation capability;
- Reviews patient progress no less frequent than quarterly;
- Modifies goals and care management interventions as appropriate to the needs/progress of the individual;
- Shares information (e.g. progress, barriers, new conditions, etc.) between Team members and other care providers;
- Participates in Care Team meetings;
- Meets Practice policy and procedures related to documentation of care management activities and their effectiveness in a Practice software tool;
- Handles confidential information in accordance with HIPAA, state and federal privacy and confidentiality rules.

Participates as a member of the care team:

- Participate effectively as a Team member within the Practice:
    - Foster a positive working relationship with patients, providers and Practice staff;
    - Work effectively with others to coordinate patient and access care support services;
    - Provide input relating to changes that may enhance the Practice effectiveness;
    - Participate in meetings and huddles as appropriate;
    - Conduct pre-visit planning and post-visit follow-up for care managed patients;
    - Provide feedback to providers regarding patient progress and barriers encountered;
    - Prepare for and participates in case review meetings to share cases, discoveries, concerns and collaborate in the development of plans of care.

Interactions with FLHSA:

- Attends team meetings, trainings, Learning Collaborative events, and other functions, as required by FLHSA;
- Collects and provides reports of activities as required to meet grant and other requirements;
- Participates in all scheduled meetings and training opportunities;
- Meets regularly with the FLHSA Clinical Advisor to discuss progress and problem solve issues and concerns related to the development of care management role and functions;
- Shares updated information related to appropriate community resources.

OTHER FUNCTIONS AND RESPONSIBILITIES

- Identifies opportunities to improve processes and services. Shares with Practice and FLHSA Leadership issues that are obstacles to meet patient need.
- Performs other duties as assigned.

MINIMUM REQUIREMENTS/LICENSES/CERTIFICATIONS

- Minimum Education: RN, current NYS license, or MSW.
- Excellent communication skills and ability to form collaborative partnerships across all service settings.
- Working knowledge of the provision of health care in a variety of settings.
- Knowledge of community resources required.
- Preferred Experience: 3- 5 years of clinical nursing or social work experience, preferably with 3-5 years of community health experience, with the adult population.
- Ability to assimilate new information and technologies into daily work. Competent in Microsoft Office products (Word, Excel, Outlook, PowerPoint).*Social Work Care Managers would be expected to function within the scope of Social Work Practice. The provision of a comprehensive assessment or identification of medical risk factors requires the medical qualifications of an RN.

PREFERRED QUALIFICATIONS

- Experience in Care Management.
- Working knowledge of the provision of health care in a variety of settings.

Appendix B

Evaluation Measures

The Practice will provide quarterly reports of quality, utilization, outcome, and process measures to FLHSA for inclusion in FLHSA's quarterly progress report to CMMI and for project management and improvement purposes. Reports are due seven (7) business days after the end of each quarter. In order to demonstrate the Practice's ability to provide the required EMR/EHR data and provide time to correct any problems prior to the first full quarter report, the Practice is to submit a test file of actual data after the first month of the participation in the grant. Appendix C contains a schedule of report dates.

Data must be submitted to FLHSA using a secure file transfer method that has been provided by FLHSA. Alternate arrangement must be approved by FLHSA prior to data transfer. To ensure that Care Manager and Physician resources are deployed in a manner that is most consistent with the patient centered clinical objectives of the Grant, FLHSA agrees to work with the Practice to find ways to meet CMS's reporting requirements as efficiently as possible. The full impact of the practice transformation envisioned by the Grant may not be realized immediately, therefore, the Practice is expected to continue to report the requested data for the full three years of the Grant, whether they are receiving funding from the Grant during the third year.

The following list of measures reflects those outlined in the Grant's Operational Plan that Practices are expected to provide quarterly or annually. Other measures may be added to quarterly or annual reports at the request of the CMMI evaluators. Additional measures may be identified in the collaborative process of developing a new payment methodology and will also be added to the quarterly and annual reports. Measures detailed in the Operational Plan that will come from the Practice's quarterly reports to FLHSA include:

Derived from the Practice's Electronic Medical Record/Electronic Health Record

- Practice Demographics
    - Age
    - Gender
    - Diagnosis of targeted chronic conditions (hypertension, diabetes and coronary artery disease)
    - Will be stratified by age, gender, ethnicity, race and insurance type
    - Insurance type
    - Race
    - Ethnicity

- % of Practice's participating physicians' diagnosed diabetic patients 18 & older
    - With 1 or more HbA1c tests during the preceding 12 months
    - by HbAlc test results (<8.0, >=8.0 and <=9.0, or >9.0)
    - With 1 or more LDL tests during the preceding 12 months
    - by LDL levels (LDL-C<100)

- % of Practice's participating physicians' diagnosed CAD patients 18 & older
    - With 1 or more LDL tests during the preceding 12 months
    - by LDL levels (LDL-C<100)

- % of Practice's participating physicians' diagnosed hypertensive patients 18 & older
    - With BP reading during the preceding 12 months
    - With controlled BP (BP <140/90 or BP>=140/90)

Provided to FLHSA through CMMI Care Manager Database

- All data are collected by the care managers for patients who are receiving care management services. Data are entered into the application provided by FLHSA. A cumulative dataset will be provided with each quarterly data submission that includes all data collected from the previous quarters.

- Demographics and clinical characteristics of Practice's participating physicians' patients who are working with Care Manager – age at enrollment, Sex, Race/Ethnicity, Socio-economic status of patient's neighborhood of residence (as identified by zip code at enrollment), type of insurance throughout care management, and diagnosis with chronic conditions (limited to - CAD, COPD/Emphysema, Diabetes, Hypertension, Heart Failure, Mental health condition, Substance abuse, Dementia, Other chronic condition). Any changes in insurance type must also be recorded.

- Practice's patients actively "Care Managed" during the preceding three (3) months and the care management interventions completed with each patient on a monthly basis. If an intervention occurs within the month, the care manager documents the occurrence of that intervention within the database.

- Practice's Care Management cases closed during the preceding three (3) months with the date and the reason for the closure

- Practice's Care Management cases opened/reopened during the preceding three (3) months with the date and case identification method

- The "Activation Score" and date the survey was completed for all administrations of the Patient Activation Measure (PAM) to Practices patients/caregivers receiving Care Management. PAMs are completed at the initiation of care management and at the completion of care management or 90 days post-Baseline assessment, whichever occurs first.

- FLHSA and/or their designate will provide detailed measure specifications and work with the Practice to adapt specifications to the Practice's EMR if that is the source of this data.

- Where indicated reports should include all Practice patients attributed to participating physicians Report data shall be in aggregate and/or de-identified form.

- FLHSA and CMS will use insurance claims data to develop other outcome measures for the quarterly reports. In order to insure the appropriate attribution of claims to the Practice, the Practice will provide FLHSA a list of NPIs used by the Practice and participating providers, including NPs and PAs, in submitting insurance claims.

- Additionally process improvement measures will be developed and reported by the Practice as the project progresses. These will reflect the specific intervention adopted by the Practice. These measures may include but not be limited to

    - Milestones that demonstrate continued practice improvement and transformation (interventions taken by practice and results, i.e. PDSA's)

    - Progress on activities required for PCMH certification

    - Activity of the care manager

    - Reports on practice activities to increase access and alternative visit activity (email, Phone calls, etc.)

  Other data considerations for the Practice include participation in:

- Provider and staff satisfaction survey

- Assistance in patient surveys that may be required

- Cooperation with future requests from CMMI

Appendix C

Reporting Timelines

Reporting Time Period	Report Due
July 1, 2014 – July 31, 2014 or for a quarter worth of data if the practice prefers to standardize the time frame (Test EMR/EHR Report only)	August 11, 2014
July 1, 2014 – September 30, 2014	October 9, 2014
October 1, 2014 – December 31, 2014	January 12, 2015
January 1, 2015 - March 31, 2015	April 9, 2015
April 1, 2015 - June 30, 2015	July 10, 2015
July 1, 2015 – September 30, 2015	October 9, 2015
October 1, 2015 – December 31, 2015	January 12, 2016

Voucher Schedule

Expense Category	Voucher	Required Documentation
Care Manager-salary/benefits	Monthly	Completed FLHSA voucher form and back-up documenting care manager salary and benefit cost
Practice Transformation Stipend	Quarterly - paid after FLHSA receives complete/accurate quarterly report	Completed FLHSA voucher form