

CBO Training Module 3: Evaluating CBO Opportunities and Negotiating an Agreement



May 28, 2021

Welcome and
Introductions

Review key contract
terms and related
considerations

Review MCO/Provider
Partnership Contract
Considerations
Checklist

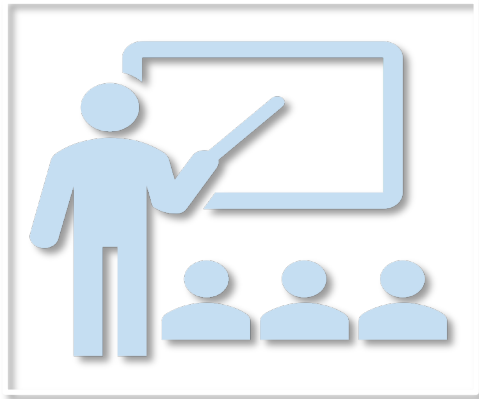
Due to the large number of attendees:

- We will mute all lines during the presentation
- Please use the question feature to ask questions
- Be sure to ask for clarification when needed



Image Source: [Ellicom](https://www.ellicom.com/)

- Douglas Jacobs, MD, MPH, Chief Medical Officer & Chief Innovation Officer, Department of Human Services Office of the Secretary



All four training sessions are being recorded. These recordings, the slides, and tools will be posted on the DHS website at <https://www.dhs.pa.gov/HealthInnovation/Pages/Health-Innovations-Resources.aspx>

Training Schedule



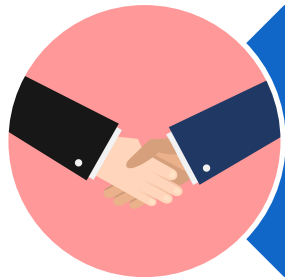
Training	Date	Focus
Training Session 1: The Rationale for CBO and MCO/Provider Partnerships	April 28	An overview of Value-based Purchasing (VBP), customized for a CBO audience, focusing on the rationale and goals of transitioning from fee-for-service to MCO/provider contracts that are part of a VBP arrangement.
Training Session 2: Aligning CBO Governance and Operations with MCO and/or Provider Partnerships	May 17	An overview of how CBOs can best align and adapt their governance and operations to support participation in an MCO and/or provider contract.
Training Session 3: Evaluating CBO Opportunities and Negotiating an Agreement	Today	This session will focus on evaluation of readiness for partnerships, as well as considerations for picking an MCO or provider organization partner and negotiating an agreement.

Center for Evidence-based Policy (CEbP)

- Susan Stuard, MBA, Lead for Pennsylvania Technical Assistance (TA)
- Mike Bonetto, PhD, Member of Pennsylvania TA team, healthcare strategic planning and policy
- Brittany Lazur, MPH, Policy Analyst
- Allyson Evans, JD, MED Director
- Nicole Thompson, Project Coordinator
- Daniel Vizzini, Policy Analyst



Evaluation of readiness for partnerships



Considerations for data sharing arrangements



Negotiating a contract, including key contract terms and related considerations

- CBO: community-based organization
- DHS: Department of Human Services
- MCO: managed care organization
- RAHCs: Regional Accountable Health Councils
- SDoH: social determinants of health
- VBP: value-based purchasing

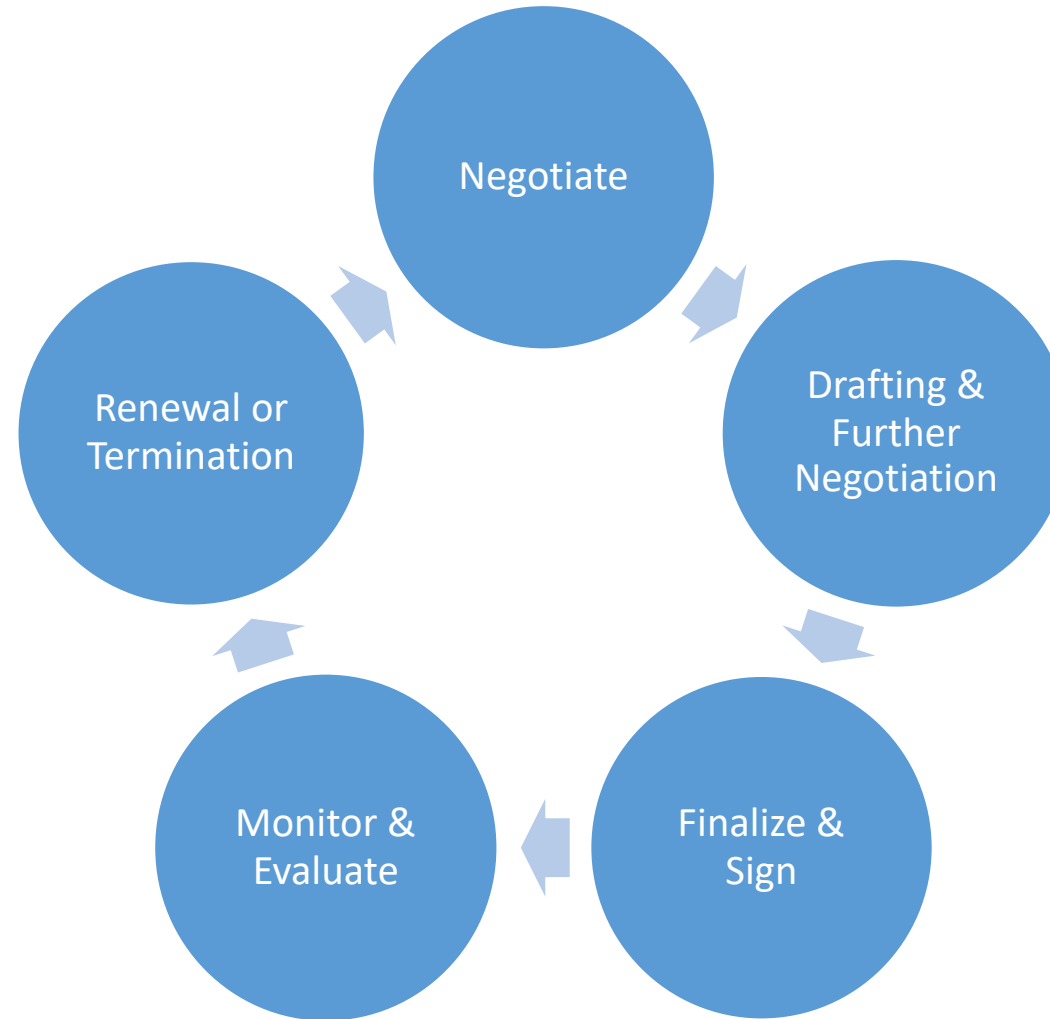
Negotiating an Agreement

- Contract terms should be clear
 - Be sure to ask questions if terms are unclear
 - In particular, metrics and measurements for how CBO performance will be evaluated should be easily understood by all parties



Source: Pixabay.com

Life Cycle of a Contract

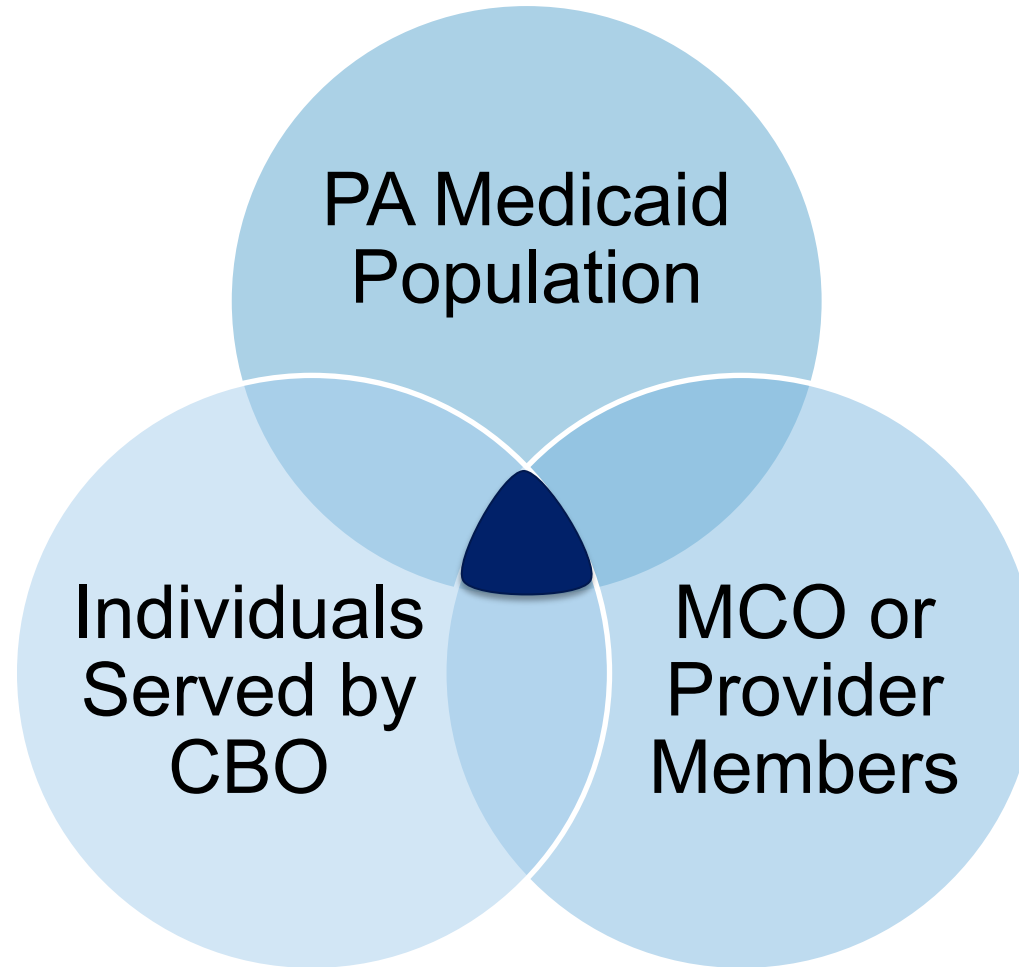


Key Contract Provisions



- Crucial to establish the link between the services provided by your organization and improved health outcomes
 - Determine how the services provided by the CBO will contribute to the shared mission of both the CBO and MCO and healthcare provider
- Assess whether the CBO and MCO or provider partner have reached a final agreement on the scope of the work

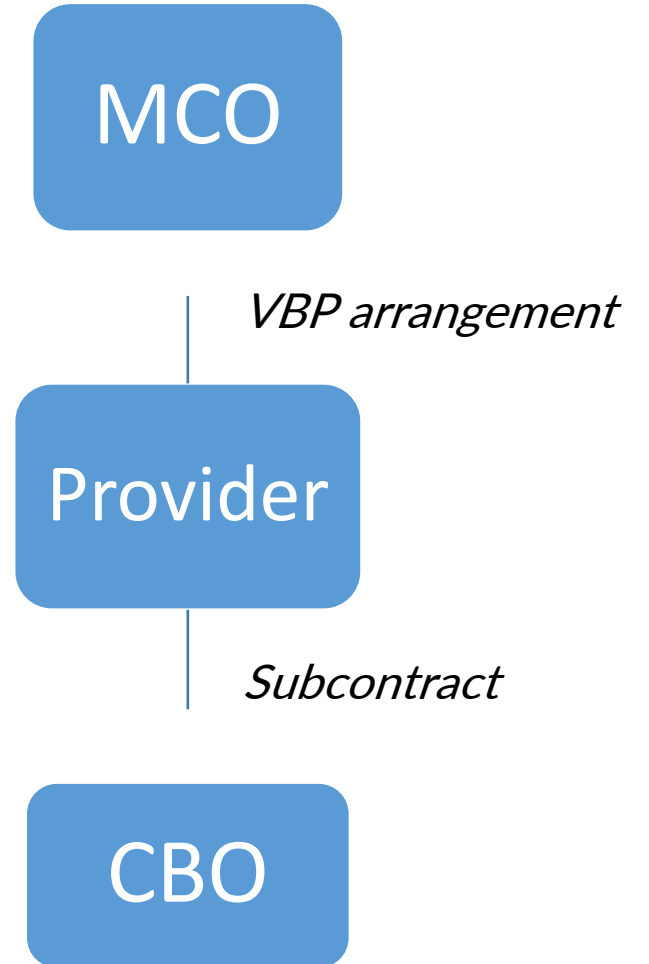




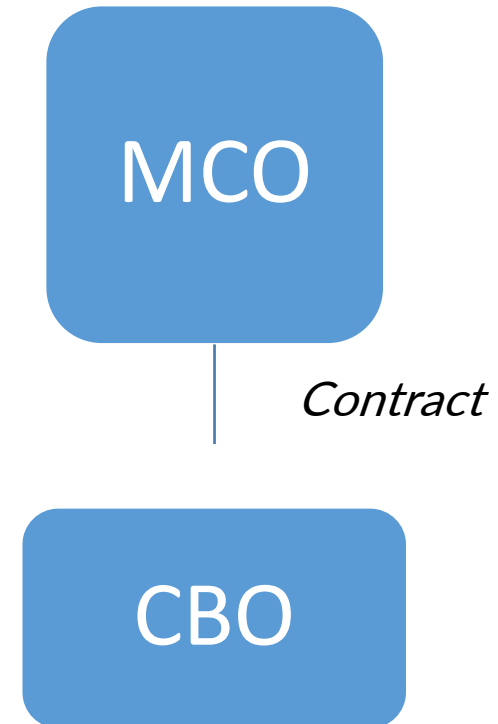
Darker blue shading represents the overlap in population served by the CBO and MCO/provider partner

Parties to the Contract

- Parties to the contract will differ depending on the payment structure
- 2 types of arrangements:
 - MCO has a VBP contract with a provider (e.g., hospital) who subcontracts with CBO



- MCO and CBO contract directly
 - No provider is involved in the contract for the SDoH services
 - Supplemental value-based contract between the MCO and provider for the same population





- Effective date
 - Consider lead time needed to implement project and be able to meet deliverables
- Termination date and process
 - Note any requirements that extend past termination
 - Notice required for termination (e.g., 30 days)
- Term (e.g., 1 year, 2 years)
- Renewal



Source: Pixabay.com

- Options for payment structures include:
 - Payment based on outcome metrics (i.e., value-based payment)
 - Payment based on services provided
 - Payment based on population
- Consider how and when your organization will be paid
 - Timing (e.g., monthly or quarterly payments)
 - Payment methods (e.g., invoices)
- Understand costs and what will or will not be covered by these payments (e.g., administrative costs)



Source: Pixabay.com

- Shared data supports a CBO's analysis of the population it serves and the **value the CBO provides in improving care and lowering cost**
- Understand what the deliverables for your organization will be under the contract
 - Deliverables will be project dependent



Source: Pixabay.com

Reporting Requirements & Deliverables

- Reporting examples:
 - Number of MCO members served (e.g., unique individuals served)
 - Number of MCO members meeting defined performance outcome
 - Cost per service delivered
 - Member survey results



Source: Pixabay.com



- Determine what information your organization will need to share with the provider or MCO
 - What data points are collected?
 - How will you track the people that are served?



Source: Pixabay.com



- Does CBO have the capacity and sufficient guardrails in place to effectively and confidentially share data for reporting purposes (e.g., data use agreements, business associate agreements)?
 - Consider whether the partnership could be structured in a way where the MCO or healthcare provider does not have to share protected health information.



Source: Pixabay.com

Health Insurance Portability and Accountability Act (HIPAA) & Business Associate Agreements

Poll Everywhere



- Navigate to the link PollEv.com/cebpohsu925 and wait for the question prompts on your screen
- You should be able to click on link inserted into the chat feature
- If you wish to be anonymous, select the skip option when prompted to enter your name
- Your device will automatically advance you to the active poll
- Results will appear on the screen upon entry submission; you are allowed to change your responses if you wish

A screenshot of a mobile application interface titled "Introduce yourself". The screen prompts the user to "Enter the screen name you would like to appear alongside your responses." Below this text is a white text input field with the placeholder text "Name". Underneath the input field is a blue button labeled "Continue". To the right of the "Continue" button, there is a red arrow pointing to the word "Skip", which is underlined. At the bottom of the screen, there is a paragraph of text: "Using a screen name allows the presenter and other participants to attach your screen name to your responses. You can change your screen name at any time."

When poll is active, respond at pollev.com/cebpohtsu925

Text **CEBPOHTSU925** to **22333** once to join

Pineapple belongs on pizza

Yes

No

When poll is active, respond at pollev.com/cebpohtsu925

Text **CEBPOHTSU925** to **22333** once to join

Does your organization have to comply with HIPAA standards currently?

Yes

No

Not Sure

Why is HIPAA relevant to the contracts between CBOs and MCOs or healthcare providers?

- HIPAA and related regulations set forth legal requirements with which health care providers and payers (e.g., managed care organizations, provider organizations) must comply
- Helps protect patient privacy
- Healthcare providers, payers, and their associates may be liable for security breaches
- Understand the responsibility and additional work for CBOs as a result

Complex Area of Law

- Covering only high level concepts in today's presentation
- Analysis of HIPAA compliance is specific to each circumstance

Health Insurance Portability and Accountability Act (HIPAA)

- Required U.S. Department of Health and Human Services (HHS) to adopt national standards for electronic health care transactions

HHS rules under HIPAA set forth additional requirements

- Example: **Privacy Rule** sets out national standards for the protection of **individually identifiable health information** by **covered entities**, including:
 - Health plans
 - Health care providers who conduct the standard health care transactions electronically



Covered Entity

- **Health plan**
- **Health care provider** who transmits **any health information in electronic form** in connection with the transmission of information between two parties to carry out **financial or administrative activities** related to health care

Protected Health Information

- **Individually identifiable information**
 - Examples of identifiable information include: names, telephone numbers, email or mailing addresses
- Any information related to the individual's **physical or mental health or condition**

Business Associate

- “[P]erson or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, **a covered entity** that involve access by the business associate to **protected health information**”
- “[S]ubcontractor that creates, receives, maintains, or transmits **protected health information** on behalf of another business associate”
- Liable under the HIPAA Rules
- Subject to penalties for uses and disclosures of PHI not authorized by contract or required by law

Source. HHS.gov

- Depending on the data shared between your organization and your MCO or provider partner, you **may receive protected health information** and be required to **execute a business associate agreement**
 - May use or disclose PHI only as permitted or required by the BAA or as required by law

- **Key terms of business associate agreement:**
 - Sets out permitted and required uses and disclosures of PHI
 - Requires the business associate to implement appropriate safeguards to prevent unauthorized use or disclosure of the information
 - At termination of the contract, may require your organization to return or destroy all PHI

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Does your organization currently have a business associate agreement with a provider organization or health plan (MCO)?

Yes

No

Do not know

Can be costly and burdensome to enter into and comply with a Business Associate Agreement

Consider whether the partnership could be structured in a way where the MCO or healthcare provider does not have to share protected health information

- Each CBO and MCO/provider healthcare partnership is different.
- The information shared here is **not legal advice** and **does not replace the role of an attorney** in providing advice about a specific CBO and MCO or health care provider partnership.
- If you are unsure about how HIPAA applies to your CBO or how to best partner and contract with a health care partner, consult an attorney.
 - If cost of legal services is a concern, law firms, legal non-profit organizations, and law schools may be able to provide legal services at no cost through pro bono programs.

- For additional information about HIPAA, refer to the following United States Department of Health and Human Services (HHS) websites:
 - [HIPAA for Professionals](#)
 - [HIPAA Training Materials](#)
 - [Business Associates](#)
 - [Sample business associate agreement provisions](#)
- HIPAA Regulations can be found at 45 Code of Federal Regulations [Part 160](#), [Part 162](#), and [Part 164](#)

Other Contract Considerations

- Consider whether your CBO has:
 - Staff available to manage the program/contract, or if additional staff would be needed?
 - Staff with the knowledge or experience to support the collection of data necessary and the additional responsibilities under HIPAA?
 - The ability to track the data and meet the metrics outlined by the MCO or provider in the contract?



Source: Pixabay.com

- How can the MCO or provider act as a partner in this work?
 - What role can MCO and provider staff play in providing requisite data?
 - Could your organization work with the MCO and provider to assess the impact of the services provided by your organization on the health outcomes of the members served?



Source. Pixabay.com

MCOs or
providers will
likely provide
draft contracts

- Review all terms carefully and ensure they match with what you have discussed
- Ask about any terms of the contract that are not fully understood
- Seek review by legal counsel of any agreements, if possible



Contract Term Checklist

Checklist Overview

- Checklist of key contract terms and considerations
 - Provides summary of key takeaways from today's presentation, including HHS resources on HIPAA
- Use when reviewing draft contracts from your managed care organization or healthcare provider partner



Source. Pixabay.com

Contract Provision

Key Considerations

Parties

- Is your organization contracting directly with the MCO or with a healthcare provider (e.g., hospital) that contracts directly with an MCO?

Contract Term

- What is the effective date of the contract?
- When does the contract end?
- Does the contract automatically renew?

Contract Provision

Key Considerations

Scope of Work

- What is the purpose of the project?
- What services will your organization provide?
- To whom will your organization provide services, and how will these individuals be identified?

Payment Terms

- Will payments be linked to particular metrics or outcomes?
- Will payments be based on set number of services provided?

Contract Provision

Key Considerations

Reporting Requirements & Deliverables

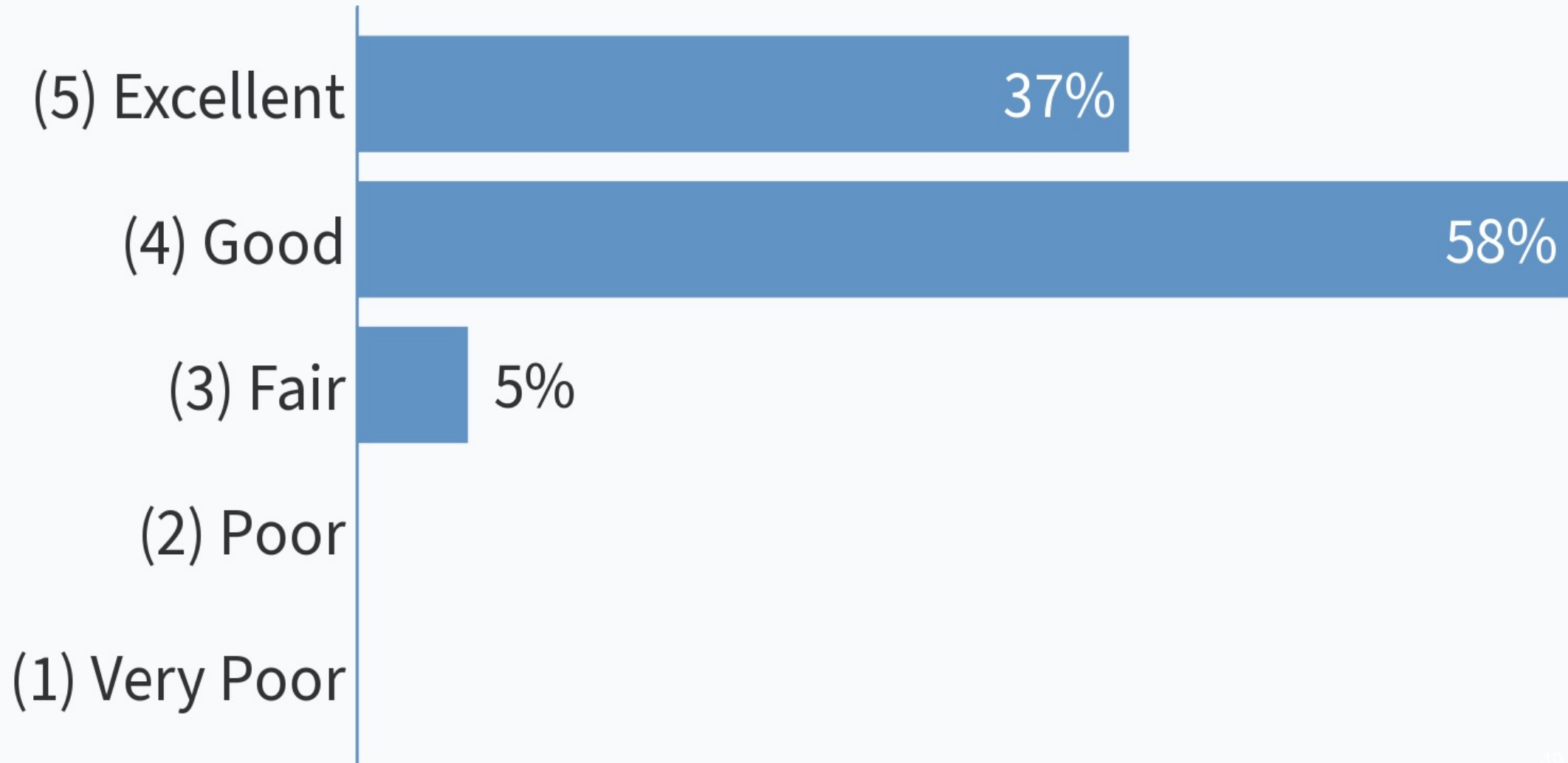
- How often will your organization be required to report on services provided to the MCO/provider partner regarding outcomes (e.g., monthly, quarterly)?
- What will the reporting include, and how will it be delivered?

Data Collection & Sharing

- What data will your organization be expected to collect and share?
- Will data include protected health information?

Q&A

How would you rate this training session overall?



What questions or topics would you like to see addressed in future sessions?

“ VBP/CBO incorporation will eventually need additional funding to be effective rather than just relying on savings funds. Is DHS planning on how else to fund the payment to CBOs? ”

“ Discuss openly the power dynamic between CBOS and MCOs - there seems to be a lot of expectation

Thank you for your participation!

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- Training Session 4, June 17 at 4:00pm, will have two concurrent options:
 - **Plenary Session** will feature CBO, MCO, and provider organization representatives talking about their own experiences developing these partnerships, featuring examples in the area of food security and housing. Register at:
<https://attendee.gotowebinar.com/register/2793971610639341836>
 - **CBO Financial Planning Model Breakout Session** where interested representatives of CBOs' budget and finance departments can spend time reviewing the [CBO Financial Planning Model](#) and participating in a discussion about the financial implications of a CBO contract with an MCO or provider organizations. Register at:
<https://attendee.gotowebinar.com/register/3714480547338020111>
- If you have already registered for CBO Training Session #4, you will be directed to the Plenary Session