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| Subject:                       | <b>Performance Measures and Corrective Action Plans</b>   |
| Endorsed By:                   | Compliance Committee  |
| Approved By:                   | Compliance Committee, Board of Managers   |
| DSRIP Implementation Deadline: |   |
| Effective Date:                | January 2016  |
| Supersedes:                    | N/A   |
| Purpose:                       | To provide guidance to a Participating Provider (“Provider”) in the Staten Island-Performing Provider System (“SI-PPS”) under the New York State Delivery System Reform Incentive Payment program (“the DSRIP Program”) to implement timely, effective actions if notified of a need for improved performance by a Provider.  |
| Policy:                        | SI-PPS will notify its Provider if indicators reveal a need for improved performance by a Provider with respect to the requirements that the Provider has agreed to in its Agreement with the SI-PPS.   |
| Procedure:                     | <p><b>1. <u>Monitoring and Investigation</u></b></p> <p>The SI-PPS may utilize internal compliance reviews, consultant reports, audits and other substantiated sources to regularly monitor the Provider’s participation in the Projects, compliance with SI-PPS’s policies and procedures, and generally accepted standards of care and clinical competence. Upon determining that a Provider has not materially complied with performance standards, the Steering Committee shall communicate to the Provider in writing and may initiate a Corrective Action Plan.</p> |

## **2. Notification**

In the event that the Steering Committee of the SI-PPS reasonably determines that a Provider has not complied with performance standards in the achievement of milestones with respect to the requirements set forth in the Agreement, the Steering Committee, will issue to Provider (i) a written warning describing the underperformance, and (ii) if warranted, a request for a Corrective Action Plan.

## **3. Notification Procedures to Provider – Content, Format and Method**

*Written Warning:* If a written warning is received, the warning shall provide a Provider with a: (a) Clear statement of the specific problem; and the (b) Timeframe for curing the underperformance. The Provider shall correct its underperformance within the timeframe stated therein; failure to do so shall result in the receipt of notice requesting completion of a Corrective Action Plan.

*Corrective Action Plan Written Request:* If the Provider receives a request for a Corrective Action Plan, the request from SI-PPS will set forth a: (a) Clear statement of the specific problem or violation; (b) Summary of the method or investigation process used to discover the problem; and the (c) Timeframe for Provider's submission of its written response to SI-PPS.

## **4. Provider Responsiveness – Content, Format and Method**

*Written Warning:* If the Provider is in receipt of a written warning from the SI-PPS, the Provider shall cure its underperformance within the timeframe stated in the written warning; failure to do so shall result in the receipt of notice requesting completion of a Corrective Action Plan.

*Corrective Action Plan:* If the Provider is in receipt of a Corrective Action Plan request from SI-PPS, the following shall constitute the

minimum action and responsiveness by the Provider for a first instance of noncompliance:

- A clear statement of the specific problem to be corrected. (e.g., what is happening? What is the effect? What should be happening? How can it be fixed to meet quality measures?)
- A summary of the method used by the Provider to discover the problem.
- A clear statement of the priorities of duties, goals and timetables that the Provider shall meet to become compliant.

**5. Corrective Action Plan – Approval and Notice by SI-PPS**

The Corrective Action Plan shall be subject to the approval of the SI-PPS Steering Committee. The notice and/or the approved Corrective Action Plan may further provide for:

- Milestones to be completed by the Provider with reasonable prospective dates for completion in light of the level of underperformance.
- Metrics for determining whether the Provider has corrected its underperformance.
- Remediation, including additional education or training supported when appropriate by SI-PPS Workforce and Training team supported by 1199 Training Fund, who will work with the appropriate healthcare leadership to facilitate any additional training as appropriate.
- Establishment of periodic review dates, including a statement that the investigation and Corrective Action Plan will be reviewed thirty (30) days from the receipt of this notice, and provide a list of the activities and follow-up audit(s) to monitor the corrective action implementation days after the remedial education is

completed to determine whether the Corrective Action Plan is being followed and is effective.

- A statement that the Provider has no less than thirty (30) days from the receipt of the final Corrective and Preventive Action Plan to initiate the corrective action process.
- A statement that the failure of the Provider who is subject to the Corrective Action Plan to adhere to the plan shall be grounds for further corrective action that may include disciplinary procedures, penalties, sanctions, termination of the Agreement and/or any related contracts to the Agreement.
- A statement that corrective actions shall be in response to noncompliance during a given audit period, but noncompliance in previous audit periods can be considered in deciding upon the appropriate corrective action(s).

#### **6. Document Retention**

Documentation regarding the Corrective and Preventive Action Plan will be filed and maintained by the Compliance Officer or a designee for a minimum of six (6) years after implementation of the plan and subject to the requirements of compliance policies.

**Questions regarding notice procedures, written warnings, or corrective actions should be directed to the SI PPS Project Management Office at 917-830-1144.**

#### **DEFINITIONS**

**Abuse** means excessive or improper use of health care services or actions that are inconsistent with acceptable business and/or medical practice resulting in unnecessary costs. Abuse refers to incidents that,

although not considered fraudulent acts, may directly or indirectly cause financial losses to other Providers, members or the SI-PPS.

**Agreement** means the Master Services Agreement executed between the Provider and the SI-PPS, and any related contracts to the Agreement that sets forth participation requirements in the SI-PPS and the expectations between the parties.

**Corrective Action Plan** means a formally defined disciplinary process intended to direct a Provider back into compliance with the performance standards established by the SI-PPS or DSRIP Program in the achievement of Project milestones, during which, for a specified period of time, restrictions may be imposed and/or payments or penalties to Provider are imposed, denied, restricted, or reduced for all or certain services.

**Clinical Committee** means the Committee responsible for overseeing and directing the quality management program.

**Materially complied** means that the Provider has met the target of eighty percent (80%) compliance with the target set for a performance measure.

**Participating Provider** shall mean health care providers organizations, community-based social service organizations, and other organizations that have partnered with SI-PPS and serve Medicaid beneficiaries and uninsured individuals on Staten Island.

**Projects** means any one or more of the eleven projects that SI-PPS has been authorized by the New York State DSRIP Program to perform to restructure the health care delivery system, including creating a health home at-risk intervention program, creating a care transitions intervention model to reduce 30-day readmissions for chronic health conditions, implementing an inpatient transfer avoidance program for skilled nursing facilities, creating hospital home care collaboration

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|                       | <p>solutions, implementing patient activation activities to integrate the uninsured and low/non-utilizing Medicaid populations in community-based care, creating the integration of primary care and behavioral health services, developing withdrawal management and appropriate enhances services within community-based addiction treatment programs, creating evidence-based strategies for disease management in high risk adult populations, creating the integration of palliative care into nursing homes, strengthening the mental health and substance abuse infrastructure, and increasing access to high quality chronic disease preventative care and management in both clinical and community settings.</p> <p><b>Steering Committee-</b> means the Governance committee comprised of both SI-PPS staff and representatives from the Provider Network , which meets on a monthly basis to provide direction and oversight of PPS activities.</p> |
| Scope:                | <p>This policy applies to all Providers in the SI-PPS that have executed an Agreement to participate in the achievement of the SI-PPS’s project milestones. This policy is intended to apply to the underperformance of standards established by the SI-PPS or DSRIP Program and the initiation of corrective action if a Provider does not comply with the performance standards established by the SI-PPS or DSRIP Program.</p>   |
| Project(s):           |   |
| Regulatory Alignment: | <p>New York Social Services Law §363-d subd. 2 and 18 NYCRR §521.3(c),</p>  |
| Reference(s):         |   |
| Attachment(s):        | <p>none</p>   |

Reviewed/Revised by R. Bergren: April 2016

Approved by Compliance Committee: August 2016

| Partner Organization | Responsible Staff Name & Title | Date Reviewed | Signature |
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