

Attachment D Letter of Intent (LOI)

In order to allow for appropriate planning around the Innovations Project, the Department is requiring Letters of Intent (LOIs) from those entities that are anticipating—or seriously considering—submitting a Proposal for providing services under the Innovations Project. While submitting an LOI does not commit an entity to actually submit a Proposal, HFS will not accept Proposals from nor provide data to entities that have not submitted an LOI.

The Department wants one LOI per entity, irrespective of the number of collaborators within the entity. The organization and person submitting the LOI will be the Department's primary contact unless the contact is subsequently changed. If an entity determines it is no longer interested in making a Proposal, it should withdraw its LOI.

The LOI must include the following items:

- Required: Section A (Contact information)
- Required: Section B (Proposal Summary/Self-Assessment Form)

The LOI may include the following items:

- If data are being requested, Section C (HIPAA Data Use Agreement*)
- Optional: Section D (Request for Technical Assistance)

** The Department will provide what HIPAA defines as a 'limited data set'. The data will not contain directly identifiable information, but will have sufficient granularity that HIPAA protections still apply.*

The expected high-level timeline for Phase I of the Innovations Project is as follows:

- Solicitation published – January 20, 2012
- Last date to submit LOI- February 29, 2012
- Data sharing – As the Solicitation is published and LOI are received
- Proposals due – May 25, 2012
- Proposal evaluation – Complete by September, 2012
- Contract negotiation – On going September to November, 2012
- Contract Start – January 2013

Please send the completed LOI to Michelle Maher at Michelle.Maher@illinois.gov. If you have questions about the LOI submission, please contact Michelle Maher.

Section A: Contact Information

Name of Care Coordination Entity (CCE) or Managed Care Community Network (working name is acceptable)

Primary Contact Information:

Name _____

Title _____

Organization _____

Address _____

Email _____

Phone _____

Other information (e.g., assistant) _____

Primary Contact Person for Data (if different):

Name _____

Title _____

Organization _____

Address _____

Email _____

Phone _____

Other information (e.g., assistant) _____

Section B: Proposal Outline/Self-Assessment

The Department is not seeking exhaustive detail on any of the following—that will be the purpose of the Proposal. However, high-level answers will:

- help the State understand who is likely to submit Proposals; and
- help interested entities understand the range of issues that must be addressed in the Proposal, thus giving them a chance to prepare for the eventual submission.

This Section B is simply a list of topic areas that we assume you will address in a separate document. Sections A, C, and D must be completed and returned along with the document in which you answer the questions below.)

1. Intended Population. Please describe the population you expect to target in your Proposal. Please be as specific as is appropriate with respect to age, geography, health status, disability status, and any other parameters that define the population you expect to target in your Proposal. Describe, at a high level, the plan for recruiting Potential Enrollees and how many Enrollees you think you will be able to accommodate.

2. Primary Collaborators. Please list any specifically identified collaborators who have agreed to join the potential CCE or MCCN. While it may be premature to have a complete list, it should be possible to indicate thoughts on the type of provider collaborators that will be needed and give a sense of the state of development with any collaborators that have been identified. Please provide sufficient information to illustrate who will be the primary collaborators and what will be their responsibilities.

3. Care Coordination Model. Give an outline of your care coordination model briefly touching on the various care coordination functions you expect to perform. What are the financial management mechanisms that you anticipate will be necessary to manage the CCE or MCCN? At this point, we are not expecting a full description of your care coordination model just a high-level summary of the major components of your expected proposal.

4. Operating Agreements and Target Dates. What are the main operating agreements that will have to be developed with the participating collaborators? To what extent has work started on developing these arrangements? When will the remaining work be completed?

5. **Health Information Technology.** What are the current thoughts on how clinical data will be exchanged? It will be very hard to actually coordinate care without some degree of automation in the exchange of clinical information. Few entities will have a full-blown, interoperable Electronic Health Record (EHR) system in place. In the absence of such an EHR, however, explain how the CCE or MCCN will manage clinical information, both to make clinical decisions and to provide feedback to Providers.

6. **Working Capital.** Even for non-MCCN CCEs, some upfront funds may be necessary to develop care coordination functions. For CCE Proposals only, the Department, in its sole discretion, may consider providing some upfront funds through an advanced care coordination fee that would be recouped on a negotiated schedule, but the CCE will also need some additional funds. What are the current thoughts on the sources of funding for upfront care coordination expenses? If you are considering applying to become a MCCN, what is the source of your capital reserve requirements? How much reserve do you anticipate needing to hold?

7. **Other Information.** Please provide any other information that you think will better enable the Department to understand and meet your needs or the general needs of potential CCEs and MCCNs.

Section C: Data Use Agreement

Illinois Department of Healthcare and Family Services
And

DATA USE AGREEMENT

This Data Use Agreement (the "Agreement") is effective as of _____ (the "Agreement Effective Date") by and between Illinois Department of Healthcare and Family Services ("Covered Entity") and _____ ("Data User").

RECITALS

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA (as hereinafter defined) and the HIPAA Regulations (as hereinafter defined), and is permitted to use or disclose such information only in accordance with HIPAA and the HIPAA Regulations;

WHEREAS, Data User wishes to perform certain Activities (as hereinafter defined);

WHEREAS, Covered Entity wishes to disclose a Limited Data Set (as hereinafter defined) to Data User for use by Data User for performance of the Activities (as hereinafter defined);

WHEREAS, Covered Entity wishes to ensure that Data User will appropriately safeguard the Limited Data Set in accordance with HIPAA and the HIPAA Regulations; and

WHEREAS, Data User agrees to protect the privacy of the Limited Data Set in accordance with the terms and conditions of this Agreement, HIPAA and the HIPAA Regulations;

NOW THEREFORE, Covered Entity and Data User agree as follows:

1. Definitions. The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and the HIPAA Regulations.
 - a. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
 - b. "HIPAA Regulations" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164.
 - c. "Covered Entity" means a health plan (as defined by HIPAA and the HIPAA Regulations), a health care clearinghouse (as defined by HIPAA and the HIPAA Regulations), or a health care provider (as defined by HIPAA and the HIPAA Regulations) who transmits any health information in electronic form in connection with a transaction covered by the HIPAA Regulations.

d. "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and;

(1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

a) that identifies the individual; or

b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

e. "Protected Health Information" or "PHI" means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g, and records described at 20 U.S.C. § 1232g(a)(4)(B)(iv).

2. Obligations of Covered Entity.

a. Limited Data Set. Covered Entity agrees to disclose the following Protected Health Information to Data User: data tables describing Medicaid recipients and the services provided to said recipients (the "Limited Data Set"). Such Limited Data Set shall not contain any of the following identifiers of the individual who is the subject of the Protected Health Information, or of relatives, employers or household members of the individual: names; postal address information, other than town or city, State, and zip code; telephone numbers; fax numbers; electronic mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

3. Obligations of Data User.

a. Performance of Activities. Data User may use and disclose the Limited Data Set received from Covered Entity only in connection with the preparation of a Care Coordination Innovations Proposal on behalf of the Covered Entity (the "Activities"). Data User shall limit the use or receipt of the Limited Data Set to the following individuals or classes of individuals who need the Limited Data Set for the performance of the Activities:

b. Nondisclosure Except As Provided In Agreement. Data User shall not use or further disclose the Limited Data Set except as permitted or required by this Agreement.

c. Use Or Disclosure As If Covered Entity. Data User may not use or disclose the Limited Data Set in any manner that would violate the requirements of HIPAA or the HIPAA Regulations if Data User were a Covered Entity.

d. Identification Of Individual. Data User may not use the Limited Data Set to identify or contact any individual who is the subject of the PHI from which the Limited Data Set was created.

e. Disclosures Required By Law. Data User shall not, without the prior written consent of Covered Entity, disclose the Limited Data Set on the basis that such disclosure is required by law without notifying Covered Entity so that Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, Data User shall refrain from disclosing the Limited Data Set until Covered Entity has exhausted all alternatives for relief.

f. Safeguards. Data User shall use any and all appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided by this Agreement.

g. Data User's Agents. Data User shall not disclose the Limited Data Set to any agent or subcontractor of Data User except with the prior written consent of Covered Entity. Data User shall ensure that any agents, including subcontractors, to whom

it provides the Limited Data Set agree in writing to be bound by the same restrictions and conditions that apply to Data User with respect to such Limited Data Set.

h. No identification. Data User will not join the Limited Data Set to other data sets in any way that will reveal the identity of Medicaid recipients.

i. Reporting. Data User shall report to Covered Entity within 4 hours of Data User becoming aware of any use or disclosure of the Limited Data Set in violation of this Agreement or applicable law.

4. Material Breach, Enforcement and Termination.

a. Term. This Agreement shall be effective as of the Agreement Effective Date, and shall continue until the Agreement is terminated in accordance with the provisions of Section 4.c.

b. Covered Entity's Rights of Access and Inspection. From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Data User has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Data User to monitor compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Data User's facilities, systems and procedures does not relieve Data User of its responsibility to comply with this Agreement, nor does Covered Entity's (1) failure to detect or (2) detection of, but failure to notify Data User or require Data User's remediation of, any unsatisfactory practices constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. The parties' respective rights and obligations under this Section 4.b. shall survive termination of the Agreement.

c. Termination. Covered Entity may terminate this Agreement:

(1) immediately if Data User is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;

(2) immediately if a finding or stipulation that Data User has violated any standard or requirement of HIPAA, the HIPAA Regulations, or any other security or privacy laws is made in any administrative or civil proceeding in which Data User has been joined

(3) pursuant to Sections 4.d.(3) or 5.b. of this Agreement; or

(4) upon 30 days notice, irrespective of cause.

d. Remedies. If Covered Entity determines that Data User has breached or violated a material term of this Agreement, Covered Entity may, at its option, pursue any and all of the following remedies:

(1) exercise any of its rights of access and inspection under Section 4.b. of this Agreement;

(2) take any other reasonable steps that Covered Entity, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or

(3) terminate this Agreement immediately.

e. Knowledge of Non-Compliance. Any non-compliance by Data User with this Agreement or with HIPAA or the HIPAA Regulations automatically will be considered a breach or violation of a material term of this Agreement if Data User knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

f. Reporting to United States Department of Health and Human Services. If Covered Entity's efforts to cure any breach or end any violation are unsuccessful, and if termination of this Agreement is not feasible, Covered Entity shall report Data User's breach or violation to the Secretary of the United States Department of Health and Human Services, and Data User agrees that it shall not have or make any claim(s), whether at law, in equity, or under this Agreement, against Covered Entity with respect to such report(s).

g. Return or Destruction of Records. Upon termination of this Agreement for any reason, Data User shall return or destroy, as specified by Covered Entity, the Limited Data Set that Data User still maintains in any form, and shall retain no copies of such Limited Data Set. If Covered Entity, in its sole discretion, requires that Data User destroy the Limited Data Set, Data User shall certify to Covered Entity that the Limited Data Set has been destroyed. If return or destruction is not feasible, Data User shall inform Covered Entity of the reason it is not feasible and shall continue to extend the protections of this

Agreement to such Limited Data Set and limit further use and disclosure of such Limited Data Set to those purposes that make the return or destruction of such Limited Data Set infeasible.]

h. Injunctions. Covered Entity and Data User agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, in the event of any violation by Data User of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section 4.h. shall survive termination of the Agreement.

i. Indemnification. Data User shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Data User in connection with the representations, duties and obligations of Data User under this Agreement. The parties' respective rights and obligations under this Section 4.i. shall survive termination of the Agreement.

4. Miscellaneous Terms.

a. State Law. Nothing in this Agreement shall be construed to require Data User to use or disclose the Limited Data Set without a written authorization from an individual who is a subject of the PHI from which the Limited Data Set was created, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

b. Amendment. Covered Entity and Data User agree that amendment of this Agreement may be required to ensure that Covered Entity and Data User comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI or the Limited Data Set. Covered Entity may terminate this Agreement upon 30 days written notice in the event that Data User does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations.

c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity and Data User, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

d. Ambiguities. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security and confidentiality of PHI and the Limited Data Set, including, but not limited to, HIPAA and the HIPAA Regulations.

e. Primacy. To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

Name of Covered Entity

Name of Data User

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Section D: Request for Technical Assistance

The Department is working with the Michael Reese Trust Fund and the Chicago Community Trust (The Trusts) to provide high-level technical assistance (TA) to entities who are interested in participating in the Innovations Project. We anticipate the TA will be in the form of a series of seminars or webinars. The Trusts and the Department would like to know about your TA needs. This request is specifically oriented toward management issues.

(We earlier requested your feedback from potential collaborators on what kind of data needs you had. We received about 125 responses and they were extremely useful in helping us focus our effort. The Trusts are already engaged in helping the Department develop and distribute the data and train entities in its use.)

Regarding other care coordination TA, which of the following are topics on which you feel your entity could benefit from Technical Assistance? [NOTE: *Technical assistance* on a topic is different from answers to various policy questions. See below.]

- a. Legal issues that CCEs and MCCNs must face _____
 - b. Collaboration between medical and human service agencies _____
 - c. Designing financial arrangements among collaborators _____
 - d. Clinical information infrastructure _____
 - e. General readiness assessment _____
 - f. Other _____
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We understand that there are a number of critical policy areas where guidance from the Department is necessary. These include better understanding of financial arrangements, acceptable ways for enrolling patients, how to measure quality, and requirements for applying to be a CCE or MCCN. We are working on these issues and we have addressed as many of those as we could in this Solicitation. (Some of these take more time because the Department in turn requires guidance from Federal CMS.)

Some of these issues were addressed when we posted responses to the questions you submitted. However, some of the fundamental work of identifying potential collaborators and determining how you will work together can be started even before these questions are fully answered. It is in this spirit that we will offer technical assistance on these more general issues. Your suggestions will help.