

**The Community-based Care Transitions Program
PROGRAM AGREEMENT**

Number: CT-XXXX-XXXX

Participant: [CBO Name]

WHEREAS the Affordable Care Act authorized the Community-based Care Transitions Program for the purpose of furnishing improved care transition services to certain Medicare beneficiaries, and

WHEREAS Participant submitted an application to participate in the Community-based Transitions Program and has been selected by the Centers for Medicare & Medicaid Services, the parties hereby agree to the following terms and conditions:

- 1. The Community-based Care Transitions Program (CCTP):** In exchange for payments as described in paragraph 11 herein, the program participant agrees to implement the program as specified in the participant's application and supporting amendments submitted to the Centers for Medicare & Medicaid Services (CMS). Changes in the terms of this agreement may be made only by written agreement of the parties. Any requests for modification to the terms, beyond the terms explicitly stated in this agreement, must be submitted in writing and approved in writing by the CMS project officer (PO) prior to implementation and will be by mutual agreement of CMS and the participant. Any modifications to the terms and conditions are incorporated in this agreement by reference on a prospective basis upon written CMS approval.
- 2. Agreement Period:** The period of this agreement will be from **[Program Start Date]** through **[Current Program End Date]**. Participation may be extended by the written agreement of the parties on an annual basis if performance targets are met. CMS does not commit to provide payments for services provided beyond the period of this agreement.
- 3. Performance Target:** The critical performance target is the achievement of a 20 percent reduction in a 30-day all-cause readmission rate over the term of this agreement.¹ CMS will take into consideration the following primary outcome measures when evaluating performance:
 - 20 percent reduction in a 30-day all cause readmission rate for total fee-for service population across all partner hospitals as compared to baseline.

¹ As an example, if the hospital's baseline readmission rate was 15 %, then a 10 % reduction in the rate would be a reduction of 1.5 % of points, resulting in a readmission rate of 13.5 %. A 20 % reduction would equate, in this example, to a readmission rate of 12 % at the end of the initial 2-year performance period.

- Did the CBO reduce the 30-day all cause readmission rate among the high risk cohort served?
 - Did the CBO achieve the target volumes in their proposal (full enrollment) during the initial 2-year performance period and, if not, has monthly enrollment demonstrated a steady upward trend?
4. **Technical Consultation:** The CMS PO or designee will be available for technical consultation at the convenience of the participant within 5 working days of telephone calls and within 10 working days of written reports.
 5. **Outreach Materials:** The participant shall submit to CMS for approval copies of all press releases and outreach materials including brochures, letters to physicians and/or beneficiaries, and media advertisements. Any press releases or outreach materials that include project results or financial information, projections of payments under the program, projected values of program services, or projected or actual savings are subject to approval by CMS prior to any release.
 6. **Public Release of Information:** The participant is required to notify the CMS PO during the program period and for 6 months after the completion of the project of any report or any analytical material based on information obtained through this participation. In the course of this research, whenever the participant determines that a significant new finding has developed, the participant will communicate it to the CMS PO before formal dissemination to the general public.
 7. **Presentation of Statistical or Analytical Material:** The participant shall obtain CMS approval for presentation of any report or statistical/analytical material based on information obtained through this participation. Presentation includes but is not limited to papers, articles, professional publication, speeches, and testimony.
 8. **Contractor Support Billing and Patient Experience Survey:** CMS has contracted with Mathematica Policy Research (MPR) to provide implementation, assessment, and monitoring services. MPR is responsible for receipt and validation of billing information for payment purposes as well as the receipt and utilization of the Patient Experience Survey (PAM, CTM-3, select HCAHPS measures) responses as the HIPAA Business Associate of CMS for purposes of quality improvement in the Medicare fee-for-service program. CMS affirms that the data contained in the Patient Experience Survey is the minimum necessary for MPR to carry out this work on CMS's behalf, and the participant affirms that it is willing to share this information with MPR in accordance with CMS's request for this data. Participants are expected to attend training provided by MPR on billing requirements and processes and submit monthly list bills in accordance with the required format no later than the 5th day of the month following the month services were initiated. The required format is found in the CCTP Orientation Manual, and the CCTP List Bill Training documents available on the CCTP internal webpage and are hereby incorporated by reference into this agreement. Bills that are received after the established cutoff date will not be paid until the following month. Participants will be paid for services provided to the same beneficiary no more frequently than once every 180 days. It

is the participant's responsibility to ensure that bills submitted are not in violation of this requirement. MPR will perform retrospective audits using claims data to ensure that all of the services were provided only to eligible high-risk Medicare fee-for-service beneficiaries and that claims for individual beneficiaries had been submitted no more than once every 180 days. CMS reserves the right to recoup any erroneous payments. The participant agrees to identify one person within the organization to serve as liaison to MPR concerning all data reporting and survey matters. The participant agrees to attend the MPR training on survey administration and reporting. The participant agrees to administer the Patient Experience Survey and submit the raw data on a monthly basis in accordance with the methods presented in the training. MPR will provide each participant with a quarterly monitoring report that will include all of the claims-based measures (all-cause readmission rates, emergency department visits, observation stays, mortality, length of stay, and time to physician follow up). These reports will also include scores from the Patient Experience Survey.

- 9. Technical Assistance Contractor:** CMS has contracted with the Lewin Group to provide technical assistance to participants through educational webinars and learning collaboratives. CMS will host up to three learning collaboratives per year in Baltimore, Maryland. Learning collaboratives are face-to-face meetings during which the top performers and subject matter experts present their experiences and findings and propose methods for possible adoption by the larger group. These meetings will last 1.5 days. The participant agrees to attend the initial training/orientation session provided by the Lewin Group and to adhere to the guidance provided in that session as it relates to learning collaboratives. A core team of representatives from each community partnership are required to attend all learning collaboratives (five to six over a 2-year period), participate in all preparatory conference calls, and complete all pre-work assignments required for each session at their own expense
- 10. Evaluation:** CMS will contract with an independent entity to evaluate the outcomes of the program. The participant agrees to cooperate fully with the organization CMS engages to evaluate the program. This will include providing additional information and data, including beneficiary-specific information, regarding program operations, intervention models, patient targeting, and other functions.
- 11. Data:** All data provided by CMS will be used only for the purposes described in this document and in connection with the participants' performance of its obligations and rights under this program. The participant will return any data provided by CMS or more copies of those data at the conclusion of the project or will provide documentation that those data were destroyed. At any phase in the program, including at the program's conclusion, the participant, if so requested by the PO, must deliver to CMS all data used by the participant in the course of performing the services pursuant to this program, to be used by CMS solely to further the purpose of this program. Such data shall not be subject to use for any other purpose without prior written permission of the participant. All proprietary information and technology of the participant (including, without limitation, the specific proprietary algorithms used by the participant to identify or classify Medicare beneficiaries as potential enrollees for this project) are and shall remain the sole property

of the participant. CMS does not acquire (by license or otherwise, whether expressed or implied) any intellectual property rights or other rights under this agreement to such proprietary information or technology.

- 12. Payment:** CMS will make payments to the participant not to exceed \$[Award Amount] for eligible service claims during the period of this agreement. This amount was calculated by multiplying the participant's projected annual program payments by two. Payments will be made based on the agreed upon per eligible discharge rate of \$[Rate] multiplied by the number of beneficiaries initially served in the previous month. Eligible services are defined in the CCTP Orientation Manual and the CCTP List Bill Training documents available on the CCTP internal webpage and are hereby incorporated by reference into this agreement. Participants may request a rate change on a quarterly basis in order to refine their targeting methodology (target more beneficiaries at a reduced rate or target fewer with a more intense intervention). Rate change requests must be made to the CMS PO 30 days in advance of the effective date. Rate changes will only be made pursuant to the written agreement of the parties. In the event of a rate change between the parties, all other terms and conditions of the agreement remain the same unless otherwise stated.
- 13. Confidentiality and Security:** The participant shall develop and submit a detailed plan within 30 days (and prior to receipt of any confidential information) of the date of the Program Agreement signature on how it will adequately protect the security and privacy of all program-related information that can be used alone or with other available information to identify an individual. The plan must specify that all such information is confidential, that it may not be used or disclosed directly or indirectly except for purposes as permitted by the agreement or as required by applicable law. If the participant is a HIPAA-covered entity, it must comply with the requirements promulgated under HIP AA as a condition of this agreement. If the participant is not a HIP AA-covered entity, it affirms that it will impose privacy and security policies and procedures at least as stringent as those required of HIPAA-covered entities under 45 C.F.R. Parts 160 and 164.
- 14. Withdrawal:** If the participant decides to withdraw from the program and terminate this agreement prior to the end of the program period, the participant must notify CMS 90 calendar days before the planned day of withdrawal and termination of this agreement. The participant must provide services during this time, unless an alternative written agreement is reached by the parties. CMS will not be liable for any close-out or additional costs that are borne by the participant for withdrawal, or otherwise result from the participant's withdrawal. In no event shall payment exceed the ceiling set out in paragraph 12 herein.
- 15. Termination:** CMS may terminate the program any time before the date of expiration. CMS will promptly notify the in advance of such termination and the reasons for it, together with the effective date. Cause for program termination may include (but is not limited to): failure to meet performance targets; pervasive beneficiary or provider dissatisfaction; commitment of Medicare fraud; failure to cooperate with CMS contractors; aberrant billing patterns; or failure to attend and actively participate in learning collaboratives. In addition, CMS may terminate this agreement at any time for

(i) participant's failure to comply with the terms and conditions of this agreement, or (ii) for the convenience of the Government.

- 16. Acceptance of Application and Terms and Conditions of Agreement:** A representative of the participant who can legally sign contracts and bind the participant shall sign this agreement below, indicating participant's acceptance of all provisions contained within this program application and agreement.
- 17. Prior Agreements:** This document represents the agreement of the parties regarding participation in this program, and replaces any and all prior agreements between the parties regarding the CCTP program.

By: _____
Linda M. Magno, Director
Medicare Demonstrations Program Group
Center for Medicare & Medicaid Innovation
Date

For Participant: _____

By: _____
(Print Name and Title)