



Centers for Medicare & Medicaid Services
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Oncology Care Model Memorandum of Understanding

ONCOLOGY CARE MODEL PAYER MEMORANDUM OF UNDERSTANDING

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) between the Centers for Medicare & Medicaid Services (CMS) and _____ (the Payer) is to outline each party's respective commitments to the goals of the Oncology Care Model (OCM).

OCM is an innovative five-year payment model that aims to improve health outcomes for Medicare beneficiaries receiving chemotherapy for cancer, improve the quality of cancer care, and reduce spending for cancer treatment and related services. Broadly, the model aims to achieve better care, smarter spending, and healthier people.

OCM is a multi-payer model and includes an arm for Medicare fee-for-service beneficiaries (OCM-FFS), as well as an arm for patients who are the beneficiaries/enrollees/members of other payers (OCM-OP). Through OCM-OP, selected third party payers have the opportunity to further the goals of the model for their own beneficiaries/enrollees/members who are cared for by practices participating in OCM (OCM Participants). Multi-payer partnership is an important goal of OCM, as it makes full practice-level transformation of care delivery possible. CMS will partner with OCM Payers that share Medicare's interest in improving health outcomes for patients receiving chemotherapy for cancer. Recognizing that the impact of any one payer alone is limited, OCM Payers have committed to establishing an approach that is aligned with that of CMS to transform the way in which cancer care is delivered and financially supported in the practices that participate in this model. Further, when payers share cost, utilization, and quality data with practices at regular intervals, it facilitates practices' ability to manage their patient population's health.

OCM will test whether a core set of enhanced patient services centered on care coordination, combined with payment reform, enhanced data to guide practice improvement, and the meaningful use of health information technology can improve beneficiary health and achieve high-quality care at a lower cost. The Payer commits to the activities described in section III below in establishing an approach to achieve coordinated cancer care that is aligned with the approach developed by CMS for purposes of OCM-FFS, in order to transform the way chemotherapy and related services are delivered and financially supported for the Payer's Partner Practices.

II. Definitions

“Cancer” means a disease identified by an ICD-9 or ICD-10 diagnosis in Appendix A.

“Certified EHR Technology” (CEHRT) means an Electronic Health Record (EHR) that meets the requirements of applicable certification criteria under the ONC Health IT Certification Program.

“Enhanced Services” means the following services under OCM-FFS: provide OCM Beneficiaries with 24/7 access to an appropriate clinician who has real-time access to the OCM Participant’s medical records; provide core functions of patient navigation to OCM Beneficiaries; document a care plan for each OCM Beneficiary that contains the 13 components in the Institute of Medicine Care Management Plan; and treat OCM Beneficiaries with therapies that are consistent with nationally recognized clinical guidelines.

“Initiating Cancer Therapy” means a chemotherapy drug identified on the List of Initiating Cancer Therapies that may trigger an episode in OCM-FFS when administered to a Medicare FFS beneficiary with a diagnosis of Cancer.

“List of Initiating Cancer Therapies” means a list issued to the Payer that identifies certain chemotherapy drugs paid for under Medicare Part B or Part D (including hormonal therapies but excluding topical chemotherapy agents).

“OCM Beneficiary” means a Medicare FFS beneficiary who is included in OCM-FFS.

“OCM Participant” means a Medicare-enrolled PGP that is a party to an Oncology Care Model Participation Agreement with CMS and is participating in OCM-FFS.

“OCM Payer” means a third party payer participating in OCM-OP under a Memorandum of Understanding with CMS, including the Payer.

“OCM Payer Performance Period” means the period during which the OCM Payer is participating in OCM-OP under a Memorandum of Understanding with CMS.

“OCM-FFS” means the arm of OCM that applies to OCM Beneficiaries. OCM refers to OCM-FFS unless otherwise specified.

“OCM-OP” means the arm of OCM that applies to patients of a Partner Practice who have health insurance coverage or a group health plan with an OCM Payer.

“Partner Practice” means an OCM Participant that is participating in OCM-OP with the Payer.

“PGP” means physician group practice.

“Practice Redesign Activities” means the following activities under OCM-FFS:

- a. Provide Enhanced Services;
- b. Use Certified EHR Technology; and
- c. Use data for continuous quality improvement.

III. Commitments

The Payer and CMS enter into this MOU and set forth the following commitments.

A. Commitment to Aligning Key Features and Core Methodologies

The Payer commits to aligning key features and core methodologies for providing enhanced financial support for Partner Practices, including payment methodology, episode definition and attribution, performance period, practice redesign activities, data sharing, and quality measures with OCM-FFS.

1. Payment Methodology

- a. The Payer will implement a payment methodology that incorporates a two-pronged approach for providing enhanced financial support to its Partner Practices that includes:
 - i. Payment (e.g., advance payment or per beneficiary/enrollee/member per month payment) for services that are aligned with those included in the definition of Enhanced Services and provided to the Payer's patient population by the Partner Practices; and
 - ii. Payment for performance (e.g., retrospective lump sum or enhanced monthly payment) using a methodology designed to assess the Partner Practices' performance on measures of utilization, cost of care and/or quality of care for an episode of care.

2. Episode Definition and Attribution

The Payer will define an episode of care for purposes of evaluating cost and quality, and making performance-based payments to Partner Practices. An OCM-FFS episode is a six-month period that initiates on the date of service for an initial claim for a Part B Initiating Cancer Therapy with an ICD-9 or ICD-10 code for Cancer on the same claim, or on the fill date of a Part D Initiating Cancer Therapy with a corresponding Part B claim with an ICD-9 or ICD-10 code for Cancer on or in the 59 days before the Part D claim fill date. The Payer will define an attribution methodology for attributing episodes of care to Partner Practices. OCM-FFS episodes will be attributed to the OCM Participant that billed for the plurality of outpatient E&M visits with a Cancer diagnosis during the OCM-FFS episode. While the Payer may utilize alternative approaches, the Payer will at a minimum utilize chemotherapy as an episode trigger. If CMS changes Appendix A or the List of Initiating Cancer Therapies, it will provide the Payer with the updated appendix or List of Initiating Cancer Therapies as soon as practicable.

3. OCM Payer Performance Period

- a. The OCM-FFS model performance period begins on July 1, 2016. The Payer is encouraged to begin its OCM Payer Performance Period within 90 calendar days of OCM-FFS to promote consistency and minimize the reporting burden on Partner Practices.

- b. Once the Payer begins its OCM Payer Performance Period, to align with OCM-FFS, the Payer is expected to participate in OCM-OP for the remainder of the OCM-FFS model performance period. The OCM-FFS model performance period will be five years.

4. Practice Redesign Activities and Accountability

OCM Participants must implement six Practice Redesign Activities to be eligible for continued participation in OCM. Four of the Practice Redesign Activities are Enhanced Services as defined in section II. CMS requires OCM Participants to implement all Enhanced Services and to use data for continuous quality improvement, another Practice Redesign Activity, within 90 days of the start of the OCM-FFS model performance period on July 1, 2016. OCM Participants are required to implement the final Practice Redesign Activity to use CEHRT by a date in 2017 to be specified by CMS. The OCM Payer will align its OCM-OP participation requirements with the Practice Redesign Activities set forth by CMS and will require Partner Practices to implement the OCM Payer's participation requirements within 90 calendar days of the start of its OCM Payer Performance Period, except for the use of CEHRT, which the OCM Payer will require is Partner Practices to implement no later than 90 days of the date specified by CMS for purposes of OCM-FFS. Except as may be required by state or federal law, the OCM Payer agrees not to adopt requirements, incentives, or measures that conflict with the Practice Redesign Activities.

5. Data Sharing

- a. The Payer will make available data regarding cost of care and utilization of services to Partner Practices in accordance with applicable law (including but not limited to the HIPAA Privacy Rule requirements in 45 CFR Part 162 and subparts A and E of Part 164) on at least a quarterly basis. The Payer will offer to make the first such data available no later than 90 calendar days following the end of the first quarter of its participation in OCM-OP.
- b. The Payer agrees to participate in OCM-OP, and acknowledges that such participation subjects them to data reporting requirements when CMS determines such data is necessary to monitor and evaluate the model (see 42 CFR § 403.1110). Such data may be requested by CMS periodically and may include, but not be limited to how the Payer is aligning with OCM-FFS in its key features and core methodologies and data related to covered lines in each line of business at each Partner Practice and payments for enhanced services and performance made to each practice. CMS will not share any data reported under 42 CFR § 403.1110 unless required to do so under applicable law. The Payer is encouraged to share aggregate-level data with CMS to inform the model's evaluation on an annual or more frequent basis.

6. Quality Measures

CMS will work collaboratively with OCM Payers to establish a subset of core quality measures and definitions based on the quality measures included in OCM-FFS no later than September 30, 2016. CMS encourages the Payer to align with this core set of quality measures. As part of ongoing discussions, CMS will share findings and trends related to these quality measures with the Payer and the Payer is encouraged to share findings and trends related to these quality measures with CMS.

B. Commitment to Share Core Methodologies

1. The Payer will share with CMS the Payer's core methodologies for providing enhanced financial support for Partner Practices, including payment methodology, episode definition and attribution, performance period, practice redesign activities, data sharing, and quality measures prior to the start of its OCM Payer Performance Period. If the Payer alters its core methodologies over time, it will provide an update to CMS within 30 calendar days of implementing the change.
2. CMS will share information and core methodologies provided by the Payer with CMS contractors as appropriate to assist in the management, evaluation, and monitoring of OCM.

C. Commitment to Implementing the Oncology Care Model

1. The Payer may change the manner in which it participates in OCM-OP over time in the following ways: the Payer may add or remove Cancer types or lines of business, and the Payer may change how it provides enhanced financial support for Partner Practices to align with OCM-FFS so long as such changes still align with OCM-FFS. The Payer will notify CMS 30 calendar days prior to any such changes in its participation as they relate to the Payer's alignment with OCM-FFS.
2. For the purposes of its participation in OCM-OP, the Payer may only partner with practices that are OCM Participants. The OCM Payer may partner with additional OCM Participants over time and will notify CMS in writing, in a manner specified by CMS, within 30 calendar days if it plans to partner with additional practices that are also OCM Participants or if it has ceased partnering with an OCM Participant.
3. If the Payer chooses to extend its aligned strategies as described herein to other practices that are not OCM Participants, the Payer will not refer to these associated arrangements as being part of OCM-OP. The Payer is encouraged to notify CMS of these additional arrangements including identifying the specific practices and their TINs to better inform the evaluation of the model.
4. CMS will hire independent contractors to assess the impacts of the model on health, care experience, and cost for Medicare-FFS beneficiaries and will make these results available to stakeholders involved in the model, including the Payer, as well as the general public.

D. Commitment to Collaborative Engagement

1. The Payer is committed to participating in collaborative learning activities and will regularly participate in CMS Learning and Diffusion activities, when appropriate. Collaborative learning may include collaboration with other OCM stakeholders, including but not limited to representatives of patients, providers, employers, CMS contractors, and the government.
2. CMS will provide OCM Participants with educational offerings to enable practices to accelerate performance improvement and practice transformation. CMS will offer additional opportunities to OCM Participants and OCM Payers to exchange their experiences with other OCM Participants and OCM Payers as well as other CMS programs through learning collaboratives.
3. The Payer will cooperate and collaborate with CMS contractors to support the evaluation, implementation, monitoring, and shared learning of the model such as efforts to collect information from the Payer through periodic interviews.
4. The Payer and CMS each agree not to use the other party's logos in any communications without prior approval and to use such logos only in accordance with applicable law. This MOU does not alter CMS' Medicare Marketing Guidelines that apply to Medicare Advantage Plans, Medicare Advantage Prescription Drug Plans, Prescription Drug Plans, and 1876 Cost Plans.
5. The Payer and CMS will each make reasonable good faith efforts to resolve in a timely fashion any issue that compromises either party's ability to meet a commitment set forth in this MOU.
6. Should the Payer not abide by its commitments as set forth in this MOU, CMS reserves the right to terminate the OCM Payer's participation in OCM-OP and remove the inclusion of the Payer from all materials related to OCM.
7. CMS may immediately or with advance notice terminate an OCM Participant's Oncology Care Model Participation Agreement with CMS in accordance with that Agreement. Upon termination, the OCM Participant would also become ineligible to participate in OCM-OP, although the Payer would be able to choose to continue to include the practice in its alternative payment arrangements outside of OCM-OP.
8. CMS may immediately or with advance notice terminate OCM, including OCM-OP, prior to the end of the OCM-FFS model performance period.
9. The Payer may terminate this MOU upon thirty (30) days prior written notice to CMS.

IV. Amendments

- A. This MOU should be viewed as a living document. It may be revisited during the course of the model.

V. Signatures

Payer:

Date: _____

By: _____

Name of authorized signatory

Title

Payer Name

OCM ID

CMS:

Date: _____

By: _____

Name of authorized signatory

Title

Appendix A: Included Cancer Types

Cancer Type	ICD10 Codes	ICD9 Codes
Acute Leukemia	C91.0x, C91.3x, C91.5x, C91.6x, C91.ax C92.0x, C92.3x, C92.4x, C92.5x, C92.6x, C92.ax, C93.0x, C94.0x, C94.2x, C94.3x, C95.0x	204.0x, 205.00, 205.01, 205.02, 205.3x, 206.0x, 207.0x, 207.2x, 208.0x
Anal Cancer	C21.xx	154.2x, 154.3x, 154.8x
Bladder Cancer	C65.xx, C66.xx, C67.xx, C68.xx	188.xx, 189.1x, 189.2x, 189.3x, 189.4x, 189.8x, 189.9x
Breast Cancer	C50.xx	174.xx, 175.xx
Chronic Leukemia	C91.1x, C92.1x	204.1x, 205.1x
CNS Tumor	C70.xx, C71.xx, C72.xx	191.xx, 192.0x, 192.1x, 192.2x, 192.3x, 192.8x, 192.9x
Endocrine Tumor	C73.xx, C74.xx, C75.xx, C7A.xx	193.xx, 194.0x, 194.1x, 194.3x, 194.4x, 194.5x, 194.6x, 194.8x, 194.9x, 209.0x, 209.1x, 209.2x, 209.30
Female GU Cancer other than Ovary	C51.xx, C52.xx, C53.xx, C54.xx, C55.xx	179.xx, 180.xx, 182.xx, 184.0x, 184.1x, 184.2x, 184.3x, 184.4x
Gastro/esophageal Cancer	C15.xx, C16.xx	150.xx, 151.xx

Cancer Type	ICD10 Codes	ICD9 Codes
Head and Neck Cancer	C00.xx, C01.xx, C02.xx, C03.xx, C04.xx, C05.xx, C06.xx, C07.xx, C08.xx, C09.xx, C10.xx, C11.xx, C12.xx, C13.xx, C14.xx, C30.xx, C31.xx, C32.xx, C33.xx, C69.xx, C76.0x	140.xx, 141.0x, 141.1x, 141.2x, 141.3x, 141.4x, 141.5x, 141.6x, 141.8x, 141.9x, 142.0x, 142.1x, 142.2x, 142.8x, 142.9x, 143.xx, 144.xx, 145.0x, 145.1x, 145.2x, 145.3x, 145.4x, 145.5x, 145.6x, 145.8x, 145.9x, 146.0x, 146.1x, 146.2x, 146.3x, 146.4x, 146.5x, 146.6x, 146.7x, 146.8x, 146.9x, 147.xx, 148.0x, 148.1x, 148.2x, 148.3x, 148.8x, 148.9x, 149.xx, 160.0x, 160.1x, 160.2x, 160.3x, 160.4x, 160.5x, 160.8x, 160.9x, 161.xx, 162.0x, 190.xx, 195.0x
Intestinal Cancer	C17.xx, C18.xx, C19.xx, C20.xx	152.xx, 153.xx, 154.0x, 154.1x
Kidney Cancer	C64.xx	189.0x
Liver Cancer	C22.xx, C23.xx, C24.xx	155.xx, 156.0x, 156.1x, 156.2x, 156.8x, 156.9x
Lung Cancer	C34.xx, C39.xx, C45.xx	162.2x, 162.3x, 162.4x, 162.5x, 162.8x, 162.9x, 165.xx
Lymphoma	C81.xx, C82.xx, C83.xx, C84.xx, C85.xx, C86.xx, C88.xx, C91.4x	200.0x, 200.1x, 200.2x, 200.3x, 200.4x, 200.5x, 200.6x, 200.7x, 200.8x, 201.xx, 202.0x, 202.1x, 202.2x, 202.4x, 202.7x, 202.80, 202.81, 202.82, 202.83, 202.84, 202.85, 202.86, 202.87, 202.88, 203.80, 203.82, 273.3x
Malignant Melanoma	C43.xx	172.xx
MDS	C94.6x, D46.xx	238.72, 238.73, 238.74, 238.75
Multiple Myeloma	C90.xx	203.0x, 203.1x, 203.81
Ovarian Cancer	C56.xx	183.0x
Pancreatic Cancer	C25.xx	157.xx

Cancer Type	ICD10 Codes	ICD9 Codes
Prostate Cancer	C61.xx	185.xx
Malignant neoplasm of other and ill-defined digestive organs	C26.xx	159.xx
Malignant neoplasm of thymus	C37.xx	164.0x
Malignant neoplasm of heart, mediastinum and pleura	C38.xx	163.xx, 164.1x, 164.2x, 164.3x, 164.8x, 164.9x
Malignant neoplasm of bone and articular cartilage of limbs	C40.xx	170.4x, 170.5x, 170.7x, 170.8x
Malignant neoplasm of bone and articular cartilage of other and unspecified sites	C41.xx	170.0x, 170.1x, 170.2x, 170.3x, 170.6x, 170.9x
Other and unspecified malignant neoplasm of skin	C44.xx	173.xx
Kaposi's sarcoma	C46.xx	176.xx
Malignant neoplasm of peripheral nerves, autonomic nervous system, and other and connective soft tissue	C47.xx, C49.xx	171.0, 171.2x, 171.3x, 171.4x, 171.5x, 171.6x, 171.7x, 171.8x, 171.9x
Malignant neoplasm of retroperitoneum and peritoneum	C48.xx	158.xx
Merkel cell carcinoma	C4A.xx	209.31, 209.32, 209.33, 209.34, 209.35, 209.36
Malignant neoplasm of other and unspecified female genital organs	C57.xx	183.2x, 183.3x, 183.4x, 183.5x, 183.8x, 183.9x, 184.8x, 184.9x
Malignant neoplasm of placenta	C58.xx	181.xx
Malignant neoplasm of penis, other, and unspecified male organs	C60.xx, C63.xx	187.1x, 187.2x, 187.3x, 187.4x, 187.5x, 187.6x, 187.7x, 187.8x, 187.9x
Malignant neoplasm of testis	C62.xx	186.xx
Malignant neoplasm of thorax	C76.1x	195.1x
Malignant neoplasm of abdomen	C76.2x	195.2x

Cancer Type	ICD10 Codes	ICD9 Codes
Malignant neoplasm of pelvis	C76.3x	195.3x
Malignant neoplasm of upper limb	C76.4x	195.4x
Malignant neoplasm of lower limb	C76.5x	195.5x
Malignant neoplasm of other specified ill-defined sites	C76.8x	195.8x
Malignant neoplasm without specification of site	C80.x	199.xx
Lymphoid Leukemia, unspecified	C91.9	204.9x
Other lymphoid leukemia	C91.z	204.2x, 204.8x
Atypical chronic myeloid leukemia, BCR/ABL negative	C92.2	205.2x
Myeloid leukemia, unspecified	C92.9	205.9x
Other myeloid leukemia	C92.z	205.8x
Chronic myelomonocytic leukemia	C93.1	206.1x
Juvenile myelomonocytic leukemia	C93.3	n/a
Monocytic Leukemia, unspecified	C93.9	206.2x, 206.9x
Other monocytic leukemia	C93.z	206.8x
Acute panmyelosis with myelofibrosis	C94.4	n/a
Other specified leukemias	C94.8	207.8x
Chronic leukemia of unspecified cell type	C95.1	208.1x
Leukemia, unspecified	C95.9	208.2x, 208.8x, 208.9x
Other and unspecified malignant neoplasms of lymphoid, hematopoietic and related tissue	C96	202.3x, 202.5x, 202.6x, 202.9x

Cancer Type	ICD10 Codes	ICD9 Codes
Carcinoma in situ of oral cavity, esophagus and stomach	D00	230.0x, 230.1x, 230.2x
Carcinoma in situ of other and unspecified digestive organs	D01	230.3x, 230.4x, 230.5x, 230.6x, 230.7x, 230.8x, 230.9x
Carcinoma in situ of middle ear and respiratory system	D02	231.xx
Melanoma in situ	D03	n/a
Carcinoma in situ of skin	D04	232.xx
Carcinoma in situ of breast	D05	233.0x
Carcinoma in situ of cervix uteri	D06	233.1x
Carcinoma in situ of other and unspecified genital organs	D07	233.2x, 233.3x, 233.4x, 233.5x, 233.6x
Carcinoma in situ of other and unspecified sites	D09	233.7x, 233.9x, 234.xx